



DEPARTMENT OF THE NAVY

CRANE DIVISION  
NAVAL SURFACE WARFARE CENTER  
300 HIGHWAY 361  
CRANE INDIANA 47522-5001

IN REPLY REFER TO:

5720  
00L/16F013.3  
22 NOV 2016

Ms. Rose Santos  
FOIA Group, Inc.  
Post Office Box 368  
Depew, NY 14043

Dear Ms. Santos:

This letter is in final response to your Freedom of Information Act (FOIA) request received at Naval Surface Warfare Center, (NSWC) Crane Division on June 22, 2016. Your request indicated that you are seeking documents pertaining to contract N0016416DJQ16. You are specifically requesting "copies of the following information: Contract with SOW/PWS; and agency pre-post award negotiation summary memo (source selection decision document)." Your request was assigned local Case File Number 2016-F-014. As mentioned in your email dated June 24, 2016, you indicated that you would not accept clearly releasable information.

As it was received, the FOIA request stated that you agreed to pay FOIA processing fees of up to \$55.00. You were assigned into the "Commercial" fee category. As per the FOIA Improvement Act of 2016, due to the response time to your request exceeding the statutorily regulated time there is no charge for your request.

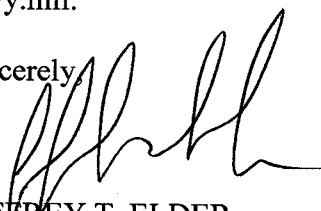
Three responsive documents were located and were redacted consistent with two applicable FOIA exemptions at 5 U.S.C. § 552(b) Exemption 4 and Exemption 6. Exemption (b)(4) protects commercial or financial information received from a private source when disclosure is likely to cause substantial competitive harm to the source. Exemption (b)(6) exempts personal information from release which, if released would result in a clearly unwarranted invasion of personal privacy. Each redaction has been annotated to show the applicable FOIA exemption.

In view of the above, you may consider this to be an adverse determination that may be appealed. Since you have created an account in FOIAonline, you may submit an appeal directly within the web-based system. To do this, you would log in to your account, retrieve your original request, and then click on the "Create Appeal" tab in the left-hand column. The basic information from your request will be duplicated for you, and then you can type in the basis of your appeal. If you prefer to use regular mail, you may submit an appeal to The Department of the Navy, Office of the General Counsel (ATTN: FOIA APPEALS), 1000 Navy Pentagon, Room 5A532, Washington, DC 20350-1000. Your appeal, if any, must be postmarked within 90 calendar days from the date of this letter and should include a copy of your initial request, a copy of this letter, and a statement indicating why you believe your appeal should be granted. I recommend that your appeal and its envelope both bear the notation, "Freedom of Information Act Appeal."

You also have the right to seek assistance and/or dispute resolution services from the Department of the Navy FOIA Public Liaison, Mr. Christopher Julka, at christopher.a.julka@navy.mil or (703) 697-0031. You may also contact the Office of Government Information Services (OGIS) for assistance and/or dispute resolution at ogis@nara.gov or 1-877-684-6448. For more information online about services provided by OGIS, please visit their website at <https://ogis.archives.gov>.

If you have any questions concerning this response, you may contact Ms. Monica L. Queen, at (812) 854-8725, or by email at monica.l.queen@navy.mil.

Sincerely,

A handwritten signature in black ink, appearing to read 'JEFFREY T. ELDER', written over the word 'Sincerely,'.

JEFFREY T. ELDER  
Commanding Officer

Enclosure: 1. Document Listing  
2. Responsive Documents (3)

**ENCLOSURE (1)**

Document List for FOIA Request 2016-F-014		
(Documents Pertaining to Contract N00164-16-D-JQ16)		
Document Number	Document Name	Exemption
1	1-N00164-16-D-JQ16	Exemptions (b)(4) and (b)(6) were applied
2	2-N00164-16-D-JQ16 SOW	No exemptions
3	3-SSDD Report	Exemption (b)(4) was applied

ENCLOSURE ( 1 )

**ENCLOSURE (2)**

**DOCUMENT (1)**

<b>AWARD/CONTRACT</b>		1. THIS CONTRACT IS A RATED ORDER UNDER DPAS (15 CFR 700)		RATING DO-A7		PAGE OF PAGES 1   60	
2. CONTRACT (Proc. Inst. Ident.) NO. N00164-16-D-JQ16		3. EFFECTIVE DATE 24 May 2016		4. REQUISITION/PURCHASE REQUEST/PROJECT NO.			
5. ISSUED BY CODE N00164 NAVAL SURFACE WARFARE CENTER CRANE DIV (b)(6) BLDG (b)(6) 300 HWY 361 CRANE IN 47522-5001		6. ADMINISTERED BY (If other than Item 5) DCMA SANTA ANA 34 CIVIC CENTER PLAZA ROOM 5001 SANTA ANA CA 92701-4056		CODE S0513A		SCD: B	
7. NAME AND ADDRESS OF CONTRACTOR (No., street, city, county, state and zip code) (b)(6) 14440 MYFORD RD IRVINE CA 92606-1001				8. DELIVERY [ ] FOB ORIGIN [X] OTHER (See below)			
				9. DISCOUNT FOR PROMPT PAYMENT Net 30 Days			
CODE 4QLN9				FACILITY CODE 4QLN9		10. SUBMIT INVOICES (4 copies unless otherwise specified) TO THE ADDRESS SHOWN IN:	
11. SHIP TO/MARK FOR CODE N00164 NAVAL SURFACE WARFARE CENTER CRANE DIV M/R (b)(6) BLDG (b)(6) 300 HWY 361 CRANE IN 47522-5001				12. PAYMENT WILL BE MADE BY DFAS COLUMBUS CENTER, WEST ENTITLEMENT P.O. BOX 182381 COLUMBUS OH 43218-2381		CODE HQ0339	
13. AUTHORITY FOR USING OTHER THAN FULL AND OPEN COMPETITION: [ ] 10 U.S.C. 2304(c)( ) [ ] 41 U.S.C. 253(c)( )				14. ACCOUNTING AND APPROPRIATION DATA			
15A. ITEM NO.	15B. SUPPLIES/ SERVICES	15C. QUANTITY	15D. UNIT	15E. UNIT PRICE	15F. AMOUNT		
<b>SEE SCHEDULE</b>							
<b>15G. TOTAL AMOUNT OF CONTRACT</b>							<b>\$49,000,000.00</b>
<b>16. TABLE OF CONTENTS</b>							
(X) SEC.	DESCRIPTION	PAGE(S)	(X) SEC.	DESCRIPTION	PAGE(S)		
<b>PART I - THE SCHEDULE</b>			<b>PART II - CONTRACT CLAUSES</b>				
X A	SOLICITATION/CONTRACT FORM	1	X I	CONTRACT CLAUSES	44 - 58		
X B	SUPPLIES OR SERVICES AND PRICES/ COSTS	2 - 14	<b>PART III - LIST OF DOCUMENTS, EXHIBITS AND OTHER ATTACH.</b>				
X C	DESCRIPTION/ SPECS./ WORK STATEMENT	15 - 25	X J	LIST OF ATTACHMENTS	59 - 60		
X D	PACKAGING AND MARKING	26 - 28	<b>PART IV - REPRESENTATIONS AND INSTRUCTIONS</b>				
X E	INSPECTION AND ACCEPTANCE	29 - 32	K	REPRESENTATIONS, CERTIFICATIONS AND OTHER STATEMENTS OF OFFERORS			
X F	DELIVERIES OR PERFORMANCE	33 - 34	L	INSTRS. CONDS. AND NOTICES TO OFFERORS			
X G	CONTRACT ADMINISTRATION DATA	35 - 40	M	EVALUATION FACTORS FOR AWARD			
X H	SPECIAL CONTRACT REQUIREMENTS	41 - 43					
CONTRACTING OFFICER WILL COMPLETE ITEM 17 (SEALED-BID OR NEGOTIATED PROCUREMENT) OR 18 (SEALED-BID PROCUREMENT) AS APPLICABLE							
17. [X] CONTRACTOR'S NEGOTIATED AGREEMENT Contractor is required to sign this document and return (copies to issuing office.) Contractor agrees to furnish and deliver all items or perform all the services set forth or otherwise identified above and on any continuation sheets for the consideration stated herein. The rights and obligations of the parties to this contract shall be subject to and governed by the following documents: (a) this award/contract, (b) the solicitation, if any, and (c) such provisions, representations, certifications, and specifications, as are attached or incorporated by reference herein. (Attachments are listed herein.)				18. [ ] SEALED-BID AWARD (Contractor is not required to sign this document.) Your bid on Solicitation Number <u>N00164-16-R-JQ16-0004</u>			
19A. NAME AND TITLE OF SIGNER (Type or print)				20A. NAME OF CONTRACTING OFFICER (b)(6) CONTRACTING OFFICER TEL: (b)(6) EMAIL: (b)(6)			
19B. NAME OF CONTRACTOR		19C. DATE SIGNED		20B. UNITED STATES OF AMERICA		20C. DATE SIGNED	
BY _____ (Signature of person authorized to sign)		(b)(6)		(b)(6)		24-May-2016	
				BY _____ (Signature of Contracting Officer)			

AUTHORIZED FOR LOCAL REPRODUCTION

Previous edition is NOT usable

STANDARD FORM 26 (REV. 5/2011)

Prescribed by GSA - FAR (48 CFR) 53.214(a)

## Section B - Supplies or Services and Prices

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0001	<p>Phase I - Engineering and Manufacturing Development (EMD) to include delivery of 2 Each Prototypes - FFP/Minimum 2 Each/Maximum 2 Each.</p> <p>Completion of Engineering and Manufacturing Development (EMD) in accordance with SOW paragraph 3.4 and PS/15/JXQQ/139 with the exception of PS paragraph 3.9 Environmental Requirements for the initial Phase I delivery order.</p> <p>Include pricing for CDRLs: A001, A002, A003, A004, A005, A013, A015, A017, A018, A019, A020, A021, A022.</p> <p>Unit Pricing (Year 1) (b)(4)</p> <p>FSC/PSC: 5855 FOB: Destination FFP</p>	UNDEFI NED	Each	UNDEFINED	(b)(4)

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0002	<p>Reserved.</p> <p>FSC/PSC: 5855 FOB: Destination FFP</p>	UNDEFI NED		UNDEFINED	(b)(4) BN



<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0003	Reserved.  FSC/PSC: 5855 FOB: Destination FFP	UNDEFI NED		UNDEFINED	(b)(4) TBN

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0004	Phase II - Low Rate Initial Production (LRIP) - Crew Served Day/Night M2HB/M2A1 Weapon Sight (M2WS) in accordance with SOW paragraph 3.5.1, 3.5.2, 3.5.3, 3.5.4, 3.5.5, 3.5.6 and PS/15/JXQQ/139 - FFP/Minimum 0 Each/Maximum 6 Each.  Include pricing for CDRLs: A001, A002, A003, A006, A007, A009, A013, A017, A018, A019, A020, A021, A022.  Stepladder Unit Pricing (Year 1 – Year 2) (b)(4)  FSC/PSC: 5855 FOB: Destination FFP	UNDEFI NED	Each	UNDEFINED	(b)(4)

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0005	Phase II - Production - Crew Served Day/Night M2HB/M2A1 Weapon Sight (M2WS) in accordance with SOW paragraph 3.5.7 and PS/15/JXQQ/139 - FFP/Minimum 0 Each/Maximum 1,000 Each.	UNDEFI NED	Each	UNDEFINED	(b)(4)

Note: The maximum number for CLIN 0005 is estimated at 1000 units. However, based on Government need, the totals can exceed this maximum number of units but cannot exceed the total value of the contract.

Include pricing for CDRLs: A002, A009, A010, A011, A012, A013, A014, A015, A016, A017, A018, A020, A024, A025.



(b)(4)

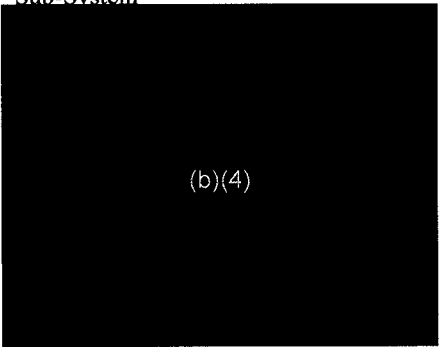
FSC/PSC: 5855  
FOB: Destination  
FFP

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0006	Phase II - Test, Teardown, and Evaluation (TT&E) in accordance with SOW paragraph 3.8 - FFP * Line Item 0006, 0007, 0008 has an estimated combined ordering maximum not to exceed value of (b)(4)  Include pricing for CDRLs: A023.  Unit Pricing (Year 2 – Year 5) (b)(4)  FSC/PSC: 5855 FOB: Destination FFP	UNDEFI NED	Each	UNDEFINED	(b)(4) NTE

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0007	Phase II - Non-Warranty Repair in accordance with SOW paragraph 3.10 - FFP * Line Item 0006, 0007, 0008 has an estimated combined ordering maximum not to exceed value of (b)(4)	UNDEFI NED	Each	UNDEFINED	(b)(4) NTE

Line item 0007 additional Non-Warranty  
Repairs will be negotiated post contract award  
in accordance with SOW paragraph 3.10 Non-  
Warranty Failure Analysis and Repair.

Unit Pricing (Year 2 – Year 5)  
Sub-System



FSC/PSC: 5855  
FOB: Destination  
FFP

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0008	Phase II - Provisioning (Spare Parts) in accordance with SOW paragraph 3.10.4 - FFP * Line Item 0006, 0007, 0008 has an estimated combined ordering maximum not to exceed value of (b)(4)	UNDEFI NED	Each	UNDEFINED	(b)(4) NTE

Line item 0008 contract pricing for additional spare parts will be negotiated post contract award in accordance with SOW paragraph 3.10.4 Supply Support and HQ C-I-0003, Provisioned Items Order.

Unit Pricing (Year 2 - Year 5)  
Spare Parts

(b)(4)

FSC/PSC: 5855  
FOB: Destination  
FFP

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
0009	Technical Data Requirements for CLIN(s) 0001 thru 0008 in accordance with the statement of work, CDRL(s) provided in Section J, and applicable DID(s).  The price/costs for all technical data generated by the contractor directly or indirectly in its performance of this procurement effort is included in the price/costs paid by the Government under CLIN(s) 0001 thru 0008.  Not Separately Priced.  FSC/PSC: 5855 FOB: Destination FFP	1	Lot		NSP

<u>ITEM NO</u>	<u>SUPPLIES/SERVICES</u>	<u>QTY</u>	<u>U/I</u>	<u>UNIT PRICE</u>	<u>AMOUNT</u>
1000	Contract Ceiling This line item is ONLY to populate the contract ceiling amount, no orders will be placed against this line item. The maximum possible dollar value of this contract is \$49,000,000.00.  FSC/PSC: 5855 FOB: Destination FFP	1	Each	\$49,000,000.00	\$49,000,000.00 NTE

## CONTRACT MINIMUM/MAXIMUM QUANTITY

The minimum quantity for all orders issued against this contract shall not be less than the minimum quantity and

contract value stated in the following table. The maximum order value for all orders issued against this contract shall not exceed the maximum order value stated in the following table.

MINIMUM QUANTITY	MAXIMUM QUANTITY
2.00 (CLIN 0001)	\$49,000,000.00 (All CLINs)

#### DELIVERY ORDER MINIMUM/MAXIMUM QUANTITY

The minimum quantity for each Delivery Order issued shall not be less than the minimum quantity stated in the following table. The maximum value for each Delivery Order issued shall not exceed the maximum value stated in the following table.

MINIMUM QUANTITY	MAXIMUM QUANTITY
1.00	\$49,000,000.00

#### CLAUSES INCORPORATED BY FULL TEXT

##### CNIN-NOTICE-0001 SECTION B NOTES (JUL 2015)

1. The M2WS is primarily for crew-served M2HB/M2A1 .50 caliber Machine Gun on a MK93 weapon mount with rear and forward rail interface system to be used in day/night and reduced visibility conditions out to their maximum range. The M2WS will be used in support of operations by Naval Sea Systems Command (NAVSEA) and Navy Expeditionary Combat Command (NECC).
2. Subcontracting Plan is incorporated and made a material part of this contract IAW FAR 19.705-5(a)(5). The subcontracting plan is an attachment set forth in Section J.
3. The contractor's warranty provided in response to the solicitation is incorporated by reference and made a material part of the contract.
4. Early Deliveries at no additional cost to the Government are acceptable and desirable.
5. Funding has **NOT** been obligated to the resultant delivery order and therefore no costs from performance shall be incurred under this contract until funding is applied to the resultant delivery order.

(End of Text)

##### CNIN-NOTICE-0002 NSWC CRANE GENERAL PROCUREMENT INFORMATION (FEB 2016)

1. **NSWC CRANE VISITOR INFORMATION: PORTABLE ELECTRONIC DEVICE POLICY**  
NSWC Crane has implemented full compliance with the NAVSEA Access and Movement Control Instruction 5510.2C, dated 25 February 2014, which restricts the use of portable electronic devices (PEDs) in all NAVSEA spaces. In accordance with NSWC Crane Policy Letter 14-02 dated 20 March 2014, all Government civilian, military and contractor personnel assigned to NSWC Crane and all visitors are prohibited from bringing any

device or equipment capable of recording, transmitting or exporting photographic images or audible information of any kind into NSWC Crane spaces. This policy prohibits all personal electronic devices other than personal cell phones. For the purpose of this policy, "spaces" include outdoor ranges and test areas. NSWC Crane areas will be clearly marked. Prohibited devices include: MP3 players, e-readers, digital recording devices, laptop and tablet computers, and/or other electronic devices not provided by the Government or specifically authorized. One-way pagers are allowed for fire, safety and security purposes. These devices can be used in non-NSWC Crane areas.

## **2. RAPIDGate NSA/NSWC CRANE INSTALLATION ACCESS**

NSA/NSWC Crane is implementing the Navy Commercial Access Control System (NCACS) projects. The NCACS is the standard identity management and perimeter installation access control solution for the access management of vendors, contractors, suppliers and service providers who are not authorized a Common Access Card (CAC). The rationale for implementation of this system is to increase security while reducing impacts to the contractor community by improving efficiencies for base entry.

A new protocol being implemented to fulfill this NCACS requirement is the RAPIDGate system. The system meets Presidential Directive (HSPD-12) requirements by providing background checks of contractor personnel. A personal badge that affords base access (and/or multiple base access) for one year will be issued to each Contractor employee that meets background check criteria. While Contractors are not required to participate in this program, those Contractors who choose not to participate will be required to obtain daily passes for base access.

For contracts which include the FAR 52.204-9 Personal Identity Verification of Contractor Personnel or will otherwise require frequent access to the Naval Support Activity (NSA)/NSWC Crane site, contractors should consider taking advantage of the benefits available from the RAPIDGate program. A Government Sponsor is required to validate a Contractor's request for RAPIDGate access, and shall be the Contracting Officer's Representative (COR). If there is no COR, then the Government Sponsor is the Contracting Officer.

The Government does not guarantee the contractor's successful enrollment or the successful enrollment of any contractor employees in the RAPIDGate program. Significant delays may result from choosing to access the installation by obtaining a one day pass. The Government will not be held responsible for any access delays associated with using the daily pass process. Please address any questions or concerns regarding RAPIDGate to the COR or the local Base Security Office personnel listed below.

NSA/NSWC Crane RAPIDGate Primary Program Point of Contact is (b)(6) and can be reached at (b)(6) or at (b)(6)

Additional information is available at <http://www.rapidgate.com/rapidgate>

## **3. TAX EXEMPTION**

Section 39(A) and Section 6 of the Indiana Gross Income Tax Act of 1933, specifically exempts NSWC Crane Division as a government activity from any payment of sales and use taxes. The assigned Exemption Number is 0018103400015

## **4. BUSINESS HOURS**

NSWC Crane Division allows flexible working hours for its employees. The core time when all employees are scheduled to work is 9:00 am to 2:30 pm (local time).

## **5. NSWC CRANE RECEIVING FACILITY SCHEDULE**



Contractors shall schedule deliveries to ensure arrival at destination only on Monday through Friday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. Eastern Standard Time (EST). The receiving facility is closed on Saturdays and Sundays.

Contractors shall ensure deliveries of **EXPLOSIVE MATERIALS** arrive at destination only on Monday through Thursday (excluding holidays) between the hours of 7:00 A.M. and 2:00 P.M. EST. The receiving facility for explosives is closed on Fridays, Saturdays and Sundays.

**6. HANDLING OF INFORMATION BY CONTRACTOR SUPPORT PERSONNEL**

Contractors are hereby notified that contractor support personnel within the NSWC Crane Contracting Department may be handling Bid and Proposal or Quote data as well as other correspondence and documentation concerning this action. Non-disclosure statements have been executed by all contractor support personnel participating in the process and are maintained by NSWC Crane.

**CLAUSES INCORPORATED BY FULL TEXT**

**CNIN-B-0005 ORDERING -- ADDITIONAL INFORMATION (JAN 2013)**

The agency authorized to place delivery orders against this contract is:

Naval Surface Warfare Center, Crane Division (NSWC Crane) – N00164  
300 Hwy 361  
Crane, IN 47522-5001.

Orders shall be placed against this contract using a DD 1155 or SF 1449 format.

**CLAUSES INCORPORATED BY FULL TEXT**

**CNIN-B-0008 DATA RIGHTS (APR 2012)**

The Government shall have unlimited data rights to all technical data generated in the performance of this contract, whether required to be delivered or not, in accordance with (IAW) DFARS 252.227-7013; and similarly to all computer software and computer software documentation generated in the performance of this contract, whether required to be delivered or not, IAW DFARS 252.227-7014; unless an assertion is provided and accepted by the Government with the offer IAW DFARS 252.227-7017.

The following is the Offeror data rights assertion table:

(b)(4)

(b)(4)

(b)(4)

HQ B-2-0004 EXPEDITING CONTRACT CLOSEOUT (NAVSEA) (DEC 1995)

(a) As part of the negotiated fixed price or total estimated amount of this contract, both the Government and the Contractor have agreed to waive any entitlement that otherwise might accrue to either party in any residual dollar amount of \$500 or less at the time of final contract closeout. The term "residual dollar amount" shall include all money that would otherwise be owed to either party at the end of the contract, except that, amounts connected in any way with taxation, allegations of fraud and/or antitrust violations shall be excluded. For purposes of determining residual dollar amounts, offsets of money owed by one party against money that would otherwise be paid by that party may be considered to the extent permitted by law.

(b) This agreement to waive entitlement to residual dollar amounts has been considered by both parties. It is agreed that the administrative costs for either party associated with collecting such small dollar amounts could exceed the amount to be recovered.

HQ B-2-0017 REFUNDS (SPARES AND SUPPORT EQUIPMENT) (NAVSEA) (SEP 1990)

(a) In the event that the price of a spare part or item of support equipment delivered under this contract significantly exceeds its intrinsic value, the Contractor agrees to refund the difference. Refunds will only be made for the difference between the intrinsic value of the item at the time an agreement on price was reached and the contract price. Refunds will not be made to recoup the amount of cost decreases that occur over time due to productivity gains (beyond economic purchase quantity considerations) or changes in market conditions.

(b) For purposes of this requirement, the intrinsic value of an item is defined as follows:

(1) If the item is one which is sold or is substantially similar or functionally equivalent to one that is sold in substantial quantities to the general public, intrinsic value is the

established catalog or market price, plus the value of any unique requirements, including delivery terms, inspection, packaging, or labeling.

(2) If there is no comparable item sold in substantial quantities to the general public, intrinsic value is defined as the price an individual would expect to pay for the item based upon an economic purchase quantity as defined in FAR 52.207-4, plus the value of any unique requirements, including delivery terms, inspection, packaging or labeling.

(c) At any time up to two years after delivery of a spare part or item of support equipment, the Contracting Officer may notify the Contractor that based on all information available at the time of the notice, the price of the part or item apparently exceeds its intrinsic value.

(d) If notified in accordance with paragraph (c) above, the Contractor agrees to enter into good faith negotiations with the Government to determine if, and in what amount, the Government is entitled to a refund.

(e) If agreement pursuant to paragraph (d) above cannot be reached, and the Navy's return of the new or unused item to the Contractor is practical, the Navy, subject to the Contractor's agreement, may elect to return the item to the Contractor. Upon return of the item to its original point of Government acceptance, the Contractor shall refund in full the price paid.

If no agreement pursuant to paragraph (d) above is reached, and return of the item by the Navy is impractical, the Contracting Officer may, with the approval of the Head of the Contracting Activity, issue a Contracting Officer's final decision on the matter, subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1).

(f) The Contractor will make refunds, as required under this requirement, in accordance with instructions from the Contracting Officer.

(g) The Contractor shall not be liable for a refund if the Contractor advised the Contracting Officer in a timely manner that the price it would propose for a spare part or item of support equipment exceeded its intrinsic value, and with such advice, specified the estimated proposed price, the estimated intrinsic value and known alternative sources or item, if any, that can meet the requirement.

(h) This requirement does not apply to any spare parts or items of support equipment whose price is determined through adequate price competition. This requirement also does not apply to any spare part or item of support equipment with a unit price in excess of \$100,000; or in excess of \$25,000 if the Contractor submitted, and certified the currency, accuracy and completeness of, cost or pricing data applicable to the item.

#### CLAUSES INCORPORATED BY FULL TEXT

HQ B-2-0022 CONTRACT SUMMARY FOR PAYMENT OFFICE (FIXED  
PRICE) (FEB 1997)

This entire contract is fixed price.

## Section C - Descriptions and Specifications

STATEMENT OF WORK (SOW)

The Statement of Work Rev 1 dated 30 November 2015 is provided as a separate attachment, Exhibit B.

PERFORMANCE SPECIFICATION

The Performance Specification Rev 3 dated 04 May 2016 is provided as a separate attachment, Exhibit C.

## CLAUSES INCORPORATED BY FULL TEXT

HQ-C-1-0001 ITEM(S) 0009 - DATA REQUIREMENTS (NAVSEA) (SEP 1992)

The data to be furnished hereunder shall be prepared in accordance with the Contract Data Requirements List, DD Form 1423, Exhibit(s), attached hereto.

## CLAUSES INCORPORATED BY FULL TEXT

HQ C-1-0003 ITEM(S) 0008 - PROVISIONED ITEMS ORDERS (NAVSEA) (APR 2015)

(a) General. The Contractor agrees that it will furnish the supplies or services ordered by the Government in accordance with the procedures specified herein. Orders will be placed by the Contracting Officer, Provisioning Activity or Administrative Contracting Officer as unilateral or bilateral modifications to this contract on SF 30, Amendment of Solicitation/Modification of Contract. Any amounts shown in Section B at time of award of the initial contract for each provisioned line item are estimated amounts only and are subject to upward or downward adjustment by the issuing activity. If no amounts are shown, funding will be obligated before or at time of order issuance. It is understood and agreed that the Government has no obligation under this contract to issue any orders hereunder.

(b) Priced Orders. For each proposed order, the Contractor agrees that it will submit such cost or pricing data as the Contracting Officer may require. Promptly thereafter, the Contractor and the Contracting Officer shall negotiate the price and delivery schedule for the proposed order. Upon execution and receipt of the priced order, the Contractor shall promptly commence the work specified in the order.

(c) Undefinitized Orders. Whenever the Contracting Officer determines that urgent demands or requirements prevent the issuance of a priced order, he/she may issue an unpriced order. Such order may be unilateral or bilateral and shall establish a limitation of Government liability, a maximum ceiling amount, and a schedule for definitization, as described in subparagraph (e)(2) below. Upon request the Contractor shall submit a maximum ceiling amount proposal before the undefinitized order is issued. The maximum ceiling amount is the maximum price at which the order may be definitized. The Contractor shall begin performing the undefinitized order upon

receipt, except as provided in paragraph (d) below. The clause entitled "CONTRACT DEFINITIZATION" (DFARS 252.217-7027) shall be included in any undefinitized order.

(d) Rejection of Unilateral Orders. The Contractor may reject any unilateral order if the Contractor determines that it cannot feasibly perform the order, or if the Contractor does not concur with the maximum ceiling amount. However, each unilateral order shall be deemed to have been accepted by the Contractor unless within fifteen days of issuance of the order, the Contractor notifies the Contracting Officer in writing of its rejection of the order.

(e) Definitization of Undefinitized Orders. (1) The Contractor agrees that following the issuance of an undefinitized order, it will promptly begin negotiating with the Contracting Officer the price and terms of a definitive order that will include: (A) all clauses required by regulation on the date of the order; (B) all clauses required by law on the date of execution of the definitive order; and, (C) any other mutually agreeable clauses, terms and conditions. No later than sixty (60) days after the undefinitized order is issued, the Contractor agrees to submit a cost proposal with sufficient data to support the accuracy and derivation of its price; and, when required by FAR, cost or pricing data. If additional cost information is available prior to the conclusion of negotiations, the Contractor shall provide that information to the Contracting Officer. The price agreed upon shall be set forth in a bilateral modification to the order. In no event shall the price exceed the maximum ceiling amount specified in the undefinitized order.

(2) Each undefinitized order shall contain a schedule for definitization which shall include a target date for definitization and dates for submission of a qualifying proposal, beginning of negotiations and, if appropriate, submission of make-or-buy and subcontracting plans and cost or pricing data. Submission of a qualifying proposal in accordance with the definitization schedule is a material element of the order. The schedule shall provide for definitization of the order by the earlier of:

(i) a specified target date which is not more than 180 days after the issuance of the undefinitized order. However, that target date may be extended by the Contracting Officer for up to 180 days after the Contractor submits a qualifying proposal as defined in DFARS 217.7401; or

(ii) the date on which the amount of funds expended by the Contractor under the undefinitized order exceed fifty percent (50%) of the order's maximum ceiling amount, except as provided in subparagraph (f)(3) below.

(3) If agreement on a definitive order is not reached within the time provided pursuant to subparagraph (e)(2) above, the Contracting Officer may, with the approval of the Head of the Contracting Activity, determine a reasonable price in accordance with Subpart 15.4 and Part 31 of the FAR, and issue a unilateral order subject to Contractor appeal as provided in the "DISPUTES" clause (FAR 52.233-1). In any event, the Contractor shall proceed with completion of the order, subject to the "LIMITATION OF GOVERNMENT LIABILITY" clause (FAR 52.216-24).

(f) Limitation of Government Liability. (1) Each undefinitized order shall set forth the limitation of Government liability, which shall be the maximum amount that the Government will be obligated to pay the Contractor for performance of the order until the order is definitized. The Contractor is not authorized to make expenditures or incur obligations exceeding the limitation of Government liability set forth in the order. If such expenditures are made, or if such obligations are incurred, they will be at the Contractor's sole risk and expense. Further, the limitation of Government liability shall be the maximum Government liability if the order is terminated. The "LIMITATION OF GOVERNMENT LIABILITY" clause shall be included in any undefinitized order.

(2) Except for undefinitized orders for Foreign Military Sales; purchases of less than \$25,000; special access programs; and Congressionally-mandated long-lead procurements; and except as otherwise provided in subparagraph (f)(3) below, the limitation of Government liability shall not exceed fifty percent (50%) of the ceiling

amount of an undefinitized order. In the case of orders within these excepted categories, however, the procedures set forth herein shall be followed to the maximum extent practical.

(3) If the Contractor submits a qualifying proposal (as defined in DFARS 217.7401) to definitize an order before the Government has obligated fifty percent (50%) of the ceiling amount, the Contracting Officer may increase the limitation of Government liability to up to seventy-five percent (75%) of the maximum ceiling amount or up to seventy-five percent (75%) of the price proposed by the Contractor, whichever is less.

(4) If at any time the Contractor believes that its expenditure under an undefinitized order will exceed the limitation of Government liability, the Contractor shall so notify the Contracting Officer, in writing, and propose an appropriate increase in the limitation of Government liability of such order. Within thirty (30) days of such notice, the Contracting Officer will either (i) notify the Contractor in writing of such appropriate increase, or (ii) instruct the Contractor how and to what extent the work shall be continued; provided, however, that in no event shall the Contractor be obligated to proceed with work on an undefinitized order beyond the point where its costs incurred plus a reasonable profit thereon exceed the limitation of Government liability, and provided also that in no event shall the Government be obligated to pay the Contractor any amount in excess of the limitation of Government liability specified in any such order prior to establishment of firm prices.

(g) Initial Spares. The limitations set forth in paragraph (c) and subparagraphs (e)(2), (f)(2) and (f)(3) do not apply to undefinitized orders for the purchase of initial spares.

(h) Terminal Date for Placement of Orders. The Contractor shall not be obligated to accept any orders placed hereunder beyond 180 days after delivery of the last end item.

(i) Segregation of Costs. The Contractor shall segregate the costs of performance of each undefinitized order from the cost of any other work performed by the Contractor.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ-C-2-0008 ASSIGNMENT AND USE OF NATIONAL STOCK NUMBERS (NAVSEA) (MAY 1993)

To the extent that National Stock Numbers (NSNs) or preliminary NSNs are assigned by the Government for the identification of parts, pieces, items, subassemblies or assemblies to be furnished under this contract, the Contractor shall use such NSNs or preliminary NSNs in the preparation of provisioning lists, package labels, packing lists, shipping containers and shipping documents as required by applicable specifications, standards or Data Item Descriptions of the contract or as required by orders for spare and repair parts. The cognizant Government Contract Administration Office shall be responsible for providing the Contractor such NSNs or preliminary NSNs which may be assigned and which are not already in possession of the Contractor.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ C-2-0009 ASSIGNMENT OF SERIAL NUMBER(S) (NAVSEA) (SEP 1990)

The Contractor shall request serial number assignment, in writing, from the Cognizant Technical Program Office, with a copy to the cognizant Contract Administration Office. The request for serial number assignment shall contain the following minimum information:

- (a) Contract number;
- (b) Assigned line item number and description;
- (c) Assigned type designation;
- (d) Assigned model number;
- (e) Top drawing number and ID (List of Drawings) number;
- (f) Exact quantity for which serial numbers are being requested, including preproduction samples required by the contract; and
- (g) National Stock Number

(End of Text)

#### CLAUSES INCORPORATED BY FULL TEXT

##### HQ C-2-0012 CONFIGURATION MANAGEMENT (NAVSEA) (APR 2015)

(a) Baseline Definition - For configuration control purposes, all contractual documentation in effect at the time of contract award shall constitute the Contract Baseline which shall be considered incorporated in the baseline documentation.

(b) General Requirement - (1) The Contractor shall maintain a Configuration Control Program to assure that all detail level work being performed under this contract is in compliance with appropriate baseline documentation. The Contractor shall prepare a Configuration Management Plan in accordance with the requirements of the contract for approval by the Government.

(2) Whenever a situation arises wherein the Contractor cannot comply with a baseline document, or whenever intent of such documentation is significantly changed by detail level documentation, the Contractor shall submit change documents to modify baseline documents to resolve the conflict or to allow non-compliance. Whenever the cost of implementing a proposed change is less than the threshold requiring certified cost or pricing data, the Contractor shall provide documentation explaining the nature of related costs as shown on the change document. Whenever the contract cost changes by an amount greater than the threshold requiring certified cost or pricing data, the Contractor shall complete such cost and pricing data as the Contracting Officer shall require detailing all related costs, and attach it to the change document. Requirements for cost and pricing data shall be determined by the gross amount of the change unless otherwise directed by the contracting officer. Change documentation shall be submitted to the Contracting Officer in accordance with the Contract Data Requirements List (CDRL), and as described in paragraphs (c) through (f) below.



(c) Engineering Change Proposals (ECPs) - ECPs shall be prepared in accordance with the approved configuration management plan and the requirements of the contract. DI-SESS-80639D approved 7 April 2015 and MIL-HDBK-61A of 7 Feb 2001 apply. An ECP should be submitted whenever the detail level physical configuration, material quality, operational or functional performance of equipment or installed systems will not be in compliance with baseline design-related documents (Specifications, Contract Drawings, etc.), and a change to the baseline document is considered an appropriate means of resolving a design-related issue. Documentation shall be developed in sufficient detail to enable Government review and evaluation of the merits of the proposed change, including cost and scheduling impact, ship class impact, and consequences if disapproved. All existing drawings and technical manuals impacted by the change shall be listed along with a brief narrative explanation of needed changes to incorporate the ECP if approved. Weight and moment data incidental to the change shall be provided. The Contractor shall also prepare applicable baseline document insert sheets, with specific word changes or proposed re-write, to facilitate baseline documentation changes.

(d) Non-Engineering Change Proposals (NECPs) - An NECP should be submitted whenever necessary to document administrative, procedural, scheduling, or documentation changes that do not directly impact the physical configuration of the equipment. The NECP shall explain the nature of the problem, identify the applicable baseline document (i.e., Contract Data Requirement List (CDRL), Contract Clause, etc.) and provide a detailed explanation justifying the proposed course of action desired to resolve the problem. Insert sheets for applicable documents shall also be attached to facilitate change action in the event the NECP is approved.

(e) Deviations and Waivers - In the event that a baseline design-related document requirement cannot be met, and a change to the baseline document is considered inappropriate, the Contractor shall submit a Request for Variance. DI-SESS-80640D approved 7 April 2015 and MIL-HDBK-61A of 7 Feb 2001 apply. The explanation of "need for deviation" should provide detailed justification and consequences of approval, to include technical details explaining the degree of non-compliance or effect on ship equipment or system operation constraints. In a similar manner, a waiver shall document an "as built" configuration that departs from baseline documentation and should include any proposed corrections or modifications to better meet the intent of the baseline document.

(f) Equitable Adjustments for Change Documentation Preparations - For its effort expended in preparing ECPs, NECPs, Deviations and Waivers, the Contractor shall receive equitable adjustment under the following circumstances:

(1) In the event the Contractor, on its own initiative, and without written request from the Contracting Officer, develops a change document that is later disapproved by the Government, the Contractor shall bear the cost of this effort.

(2) To avoid such loss, and at its option, the Contractor may submit a "preliminary" document that outlines intent, but without detailed supporting documentation and request the Contracting Officer's approval for expenditure of effort to complete the detailed supporting documentation. In the event the Contracting Officer denies this request, the Contractor will bear the cost of development of the "preliminary" document, and shall make no further effort to complete detailed supporting documentation.

(3) In the event the Contracting Officer approves the Contractor's request to develop supporting documentation, the Contractor shall be equitably compensated for its effort for both the "preliminary" and "final" documentation, regardless of whether or not the change document is later approved.

(4) In the event the Contracting Officer requests in writing that the Contractor develop change documentation, the effort expended by the Contractor in developing such documentation shall be subject to equitable adjustment, regardless of whether or not the change document is later approved.

(5) In the event the Contractor, on its own initiative, and without written request from the Government, develops a change document that is later approved by the Contracting Officer, the cost of developing such documentation shall be incorporated in the contract modification that implements the change.

(6) Failure to agree to such equitable adjustment in contract price shall constitute a dispute, and shall be adjudicated in accordance with the requirements of the clause entitled "DISPUTES" (FAR 52.233-1).

(g) Any cost reduction proposal submitted pursuant to the clause entitled "VALUE ENGINEERING" (FAR 52.248-1) shall be submitted as a Code V Engineering Change Proposal (VECP). DI-SESS-80639D approved 7 April 2015 and MIL-HDBK-61A of 7 Feb 2001 apply. Information required by the "VALUE ENGINEERING" clause shall also be submitted as part of the change request.

#### HQ-C-2-0014 CONTRACTOR'S PROPOSAL (NAVSEA) (JAN 2008)

(a) Performance of this contract by the Contractor shall be conducted and performed in accordance with detailed obligations to which the Contractor committed itself in N2 Oringal Proposal (N2IS-15-21) dated 30 December 2015 and Final Proposal Revision dated 29 March 2016 in response to NAVSEA Solicitation No. N00164-16-R-JQ16.

(b) The technical volume(s) of the Contractor's proposal is incorporated by reference and hereby made subject to the provisions of the "ORDER OF PRECEDENCE" (FAR 52.215-8) clause of this contract. Under the "ORDER OF PRECEDENCE" clause, the technical volume of the Contractor's proposal referenced herein is hereby designated as item (f) of the clause, following "the specification" in the order of precedence.

#### CLAUSES INCORPORATED BY FULL TEXT

#### HQ-C-2-0023 EXCLUSION OF MERCURY (NAVSEA) (JAN 2008)

Mercury or mercury containing compounds shall not be intentionally added or come in direct contact with hardware or supplies furnished under this contract.

#### CLAUSES INCORPORATED BY FULL TEXT

#### HQ C-2-0024 EXTENSION OF COMMERCIAL WARRANTY (NAVSEA) (NOV 1996)

The Contractor shall extend to the Government the full coverage of any standard commercial warranty normally offered in a similar commercial sale, provided that such warranty is available at no additional cost to the Government. The Contractor shall provide a copy of the standard commercial warranty with the item. The standard commercial warranty period shall begin upon the final acceptance of the applicable material or software. Acceptance of the standard commercial warranty does not waive the Government's rights under the "Inspection" clause, nor does it limit the

Government's rights with regard to other terms and conditions of the contract. In the event of a conflict, the terms and conditions of the contract shall take precedence over the standard commercial warranty.

(End of Text)

#### CLAUSES INCORPORATED BY FULL TEXT

##### HQ C-2-0032 INFORMATION AND DATA FURNISHED BY THE GOVERNMENT - ALTERNATE II (NAVSEA) (SEP 2009)

(a) NAVSEA Form 4340/2 or Schedule C, as applicable, Government Furnished Information, attached hereto, incorporates by listing or specific reference, all the data or information which the Government has provided or will provide to the Contractor except for

(1) The specifications set forth in Section C, and

(2) Government specifications, including drawings and other Government technical documentation which are referenced directly or indirectly in the specifications set forth in Section C and which are applicable to this contract as specifications, and which are generally available and provided to Contractors or prospective Contractors upon proper request, such as Federal or Military Specifications, and Standard Drawings, etc.

(b) Except for the specifications referred to in subparagraphs (a)(1) and (2) above, the Government will not be obligated to provide to the Contractor any specification, drawing, technical documentation or other publication which is not listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, notwithstanding anything to the contrary in the specifications, the publications listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable, the clause entitled "GOVERNMENT PROPERTY" (FAR 52.245-1) or "GOVERNMENT PROPERTY INSTALLATION OPERATION SERVICES " (FAR 52.245-2), as applicable, or any other term or condition of this contract.

(c)(1) The Contracting Officer may at any time by written order:

(i) delete, supersede, or revise, in whole or in part, data listed or specifically referenced in NAVSEA Form 4340/2 or Schedule C, as applicable; or

(ii) add items of data or information to NAVSEA Form 4340/2 or Schedule C, as applicable; or

(iii) establish or revise due dates for items of data or information in NAVSEA Form 4340/2 or Schedule C, as applicable.

(2) If any action taken by the Contracting Officer pursuant to subparagraph (c)(1) immediately above causes an increase or decrease in the costs of, or the time required for, performance of any part of the work under this contract, the contractor may be entitled to an equitable adjustment in the contract amount and delivery schedule in accordance with the procedures provided for in the "CHANGES" clause of this contract.

(End of Text)

## CLAUSES INCORPORATED BY FULL TEXT

## HQ-C-2-0038 PERMITS AND RESPONSIBILITIES (NAVSEA) (SEP 1990)

The Contractor shall, without additional expense to the Government, be responsible for obtaining any necessary licenses and permits, and for complying with any applicable Federal, State, and Municipal laws, codes, and regulations, in connection with any movement over the public highways of overweight/overdimensional materials.

## CLAUSES INCORPORATED BY FULL TEXT

## HQ C-2-0041 PRINTING OF TECHNICAL MANUALS, PUBLICATIONS, CHANGES, REVISIONS AND AMENDMENTS (NAVSEA) (APR 2015)

(a) The printing, duplication, and binding of all technical manuals, books, and other publications, and changes, amendments, and revisions thereto, including all copies and portions of such documents which are required to be prepared and furnished under this contract for review, approval or otherwise, shall be accomplished in accordance with the following:

(1) DOD Instruction 5330.03, Defense Logistics Agency (DLA) Document Services of February 8, 2006

(2) Federal Acquisition Regulation (FAR) Subparts 8.8 and 17.5, as in effect on the date of this contract

and;

(3) "Government Printing and Binding Regulations", published by the Joint Committee on Printing, Congress of the United States, as in effect on the date of this contract.

(b) Publications and other printed or duplicated material which (1) are prepared and carried by equipment manufacturers for regular commercial sale or use, and (2) require no significant modification for military use or to meet the requirements of this contract, or (3) are normally supplied for commercial equipment, shall be provided by the Contractor. Except for material falling within (1) through (3) of this paragraph, the printing of technical manuals, publications, changes, revisions, or amendments by the Contractor or subcontractor is prohibited.

(c) The Contractor shall have the printing and binding of final approved technical manuals, publications, changes, revisions and amendments thereto, as required under this contract (whether prepared by the Contractor or a subcontractor), printed at Government expense by or through the DLA Document Services in the Naval District in which the Contractor is located, in accordance with the following general procedures:

(1) Prior to preparation of materials for printing (photolithographic negatives, camera-ready copies or digital media (CD/DVD)) by the Contractor or a subcontractor, the Contractor shall make arrangements with the DLA Document Services and with the designated Contract Administration Office for printing and binding which shall include:

(i) Citation of contract number;

(ii) Security classification of materials to be printed;

(iii) Establishment of a schedule for printing, including estimated delivery date to DLA Document Services;

(iv) Provisions for furnishing photolithographic negatives or camera-ready copies and art work in the proper sequence for printing;

(v) A check-off list to verify the printing sequence of text pages and foldouts in the form prescribed by DLA Document Services;

(vi) Complete printing instructions, which shall specify colors, if required for specific pages, the trim size, including apron, if required, for each foldout/in or chart, or other unique requirements;

(vii) Type of binding (side stitch, perfect bound, saddle stitch, glue bound, tape bound plastic comb/wire bound, loose leaf, screw posts, etc.); and

(viii) Other instructions, as applicable, such as packing instructions, banded, shrink pack, strap, binders, fill and seal cartons/boxes, inset padding of any type of envelope, water type packaging or other container quantity for each addressee, required delivery schedule, or delivery instructions. (The Contractor shall provide an address list and addressed mailing labels for each addressee).

(ix) Special handling of classified materials from Confidential up to Top Secret requiring printing through DLA Document Services or the GPO are managed in accordance with DODD 5200.32. Contact the appropriate DLA Document Services location before delivering classified originals to ensure proper handling and disposition.

(2) The Contractor shall ship the complete set of photolithographic negatives, camera-ready copies or digital media (CD/DVD) required to be printed in accordance with the detailed procedures specified by DLA Document Services. All transportation charges are paid to DLA Document Services or a contract printer designated by DLA Document Services.

(3) For steam and electrical plant composite diagrams, the Contractor shall provide an original Mylar print or digital media (CD/DVD) of the diagram to the DLA Document Services with a guide indicating the color of each line. DLA Document Services, or via the GPO, will prepare the color separation negatives for the composite diagram and return those to the Contractor for editorial review. DLA Document Services will correct any errors and print the corrected composite diagram.

(4) DLA Document Services will furnish or provide for all supplies and services (including binders) which are necessary to accomplish the printing and binding.

(5) DLA Document Services will pack and ship or provide for packing and shipping of the printed material to the Contractor and the distribution list furnished by the Contractor in accordance with the printing order, unless distribution by the Contractor is otherwise required by the terms of the contract, the specifications, or otherwise, in which case the printed and bound publications will be returned to the Contractor for distribution.

(6) DLA Document Services will pack and ship the material used for printing to the DLA Document Services, 4th Naval District (Philadelphia, PA), for storage.

(d)(1) In establishing the schedule for printing, the Contractor shall provide for furnishing the photolithographic negatives, camera-ready copies or digital media (CD/DVD) to DLA Document Services in time to allow at least the minimum number of working days specified in the schedule below (eight-hour day, five days per week exclusive of

Saturdays, Sundays, and holidays) from date of acceptance of material for printing at DLA Document Services to date of shipment of printed material from DLA Document Services.

Printing	Minimum number of working Days required by DLA Document Services
Up to 200 copies per original	30
201 through 400 copies per original	40
401 through 600 copies per original	50
601 copies per original and over	60

(2) If DLA Document Services exceeds the delivery requirements established in accordance with paragraph (c)(1)(iii), for the item(s) specified, the time shall be extended by an equivalent number of working days, provided that the Contractor requests such extension(s), in writing, to the Contracting Officer and submits with its request sufficient evidence to enable the Contracting Officer to determine the validity of the Contractor's request.

(e) The Contractor shall not be responsible for the quality, or quality control, of printing performed by DLA Document Services or a printer under contract to DLA Document Services; and, the Government shall reimburse the Contractor for any costs incurred for replacement of material lost or damaged by DLA Document Services or a printer under contract to DLA Document Services.

(f) The costs of printing, binding, packing and shipping by DLA Document Services of the publications and changes described herein (but not the costs of preparing photolithographic negatives, camera-ready copies and other materials for printing or the costs of transporting or shipping such materials to DLA Document Services or a contract printer designated by DLA Document Services) shall be borne by the Government.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ-C-2-0051 SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

#### (a) Definitions.

(i) A "zero-tier reference" is a specification, standard, or drawing that is cited in the contract (including its attachments).

(ii) A "first-tier reference" is either: (1) a specification, standard, or drawing cited in a zero-tier reference, or (2) a specification cited in a first-tier drawing.

#### (b) Requirements.

All zero-tier and first-tier references, as defined above, are mandatory for use. All lower tier references shall be used for guidance only.

### HQ-C-2-0059 UPDATING SPECIFICATIONS AND STANDARDS (NAVSEA) (AUG 1994)

If, during the performance of this or any other contract, the contractor believes that any contract contains outdated or different versions of any specifications or standards, the contractor may request that all of its contracts be updated to include the current version of the applicable specification or standard. Updating shall not affect the form, fit or

function of the deliverable item or increase the cost/price of the item to the Government. The contractor should submit update requests to the Procuring Contracting Officer with copies to the Administrative Contracting Officer and cognizant program office representative for approval. The contractor shall perform the contract in accordance with the existing specifications and standards until notified of approval/disapproval by the Procuring Contracting Officer. Any approved alternate specifications or standards will be incorporated into the contract.

Section D - Packaging and Marking

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0001 DATA PACKAGING LANGUAGE (NAVSEA)(APRIL 2015)

Data to be delivered by Integrated Digital Environment (IDE) or other electronic media shall be as specified in the contract.

All unclassified data to be shipped shall be prepared for shipment in accordance with best commercial practice.

Classified reports, data, and documentation shall be prepared for shipment in accordance with National Industrial Security Program Operating Manual (NISPOM), DOD 5220.22-M dated 28 February 2006 with Change 1 dated 28 March 2013.

(End of Text)

NOTE:

The following clause HQ D-1-0004 is applicable to line item 0008.

CLAUSES INCORPORATED BY FULL TEXT

HQ D-1-0004 PACKAGING OF PIO (NAVSEA)(APR 2015)

Item(s) 0008 - The supplies furnished hereunder shall be cleaned, preserved, packaged, packed and marked in accordance with the instructions provided by the Contracting Officer, Provisioning Activity, or ACO. When not otherwise specified, spare and repair parts shall be packaged to ensure protection against corrosion, deterioration, physical, and electrical damage during shipment from the Contractor to the point of delivery.

HQ D-2-0005 IDENTIFICATION MARKING OF PARTS – ALTERNATE I (NAVSEA) (APR 2015)

(a) Identification marking of individual parts within the systems, equipments, assemblies, subassemblies, components, groups, sets or kits, and of spare and repair parts shall be done in accordance with applicable specifications and drawings. To the extent identification marking of such parts is not specified in applicable specifications or drawings, such marking shall be accomplished in accordance with the following:

(1) Parts not manufactured to Government specifications shall be marked in accordance with generally accepted commercial practice.

(2) Parts manufactured to Government specifications shall be marked as follows:



(i) Electrical Parts - that is, all parts in electrical equipments and electrical parts when used in equipments which are not electrical in nature (e.g., electric controls and motors in a hydraulic system) - shall be identified and marked in accordance with MIL-STD-1285D(1) dated 10 November 2010, or, where MIL-STD-1285D(1) does not cover such a part, in accordance with MIL-STD-130N(1) dated 16 November 2012. Requirements of MIL-STD-1686C dated 25 October 1995 for Electrostatic Discharge Control shall be addressed.

(ii) Electronic Parts - that is, all parts in electronic equipments and electronic parts when used in equipments which are not electronic in nature (e.g., electronic fuel controls in some engines) - shall be identified and marked in accordance with Requirement 67 of MIL-HDBK-454B dated 15 April 2007. Requirements of MIL-STD-1686C for Electrostatic Discharge Control shall be addressed.

(iii) Parts other than electrical or electronic parts (as described above) shall be identified and marked in accordance with MIL-STD-130N(1).

(b) In cases where parts are so small as not to permit identification marking as provided above, such parts shall be appropriately coded so as to permit ready identification.

#### HQ D-2-0007 MARKING AND PACKING LIST(S) - ALTERNATE I (NAVSEA) (APR 2015)

(a) Marking. Shipments, shipping containers and palletized unit loads shall be marked in accordance with MIL-STD-129R dated 18 February 2014.

(b) Packing List(s). A packing list (DD Form 250 Material Inspection and Receiving Report may be used) identifying the contents of each shipment, shipping container or palletized unit load shall be provided by the Contractor with each shipment in accordance with the above cited MIL-STD. When a contract line item identified under a single stock number includes an assortment of related items such as kit or set components, detached parts or accessories, installation hardware or material, the packing list(s) shall identify the assorted items.

Where DD Form 1348-1 or DD Form 1348-1A is applicable and an assortment of related items is included in the shipping container, a packing list identifying the contents shall be furnished.

(c) Master Packing List. In addition to the requirements in paragraph (b) above, a master packing list shall be prepared where more than one shipment, shipping container or palletized unit load comprise the contract line item being shipped. The master packing list shall be attached to the number one container and so identified.

(d) Part Identification. All items within the kit, set, installation hardware or material shall be suitably segregated and identified within the unit pack(s) or shipping container by part number and/or national stock number. Refer to the above cited MIL-STD for marking of assorted (related-unrelated) items.

#### HQ D-2-0008 MARKING OF REPORTS (NAVSEA) (SEP 1990)

All reports delivered by the Contractor to the Government under this contract shall prominently show on the cover of the report:

- (1) name and business address of the Contractor
- (2) contract number

(3) contract dollar amount

(4) whether the contract was competitively or non-competitively awarded

(5) sponsor: NSWC Crane  
(Name of Individual Sponsor)  
(b)(6)  
(Name of Requiring Activity)  
Crane, Indiana  
(City and State)

## Section E - Inspection and Acceptance

## INSPECTION AND ACCEPTANCE TERMS

Supplies/services will be inspected/accepted at:

CLIN	INSPECT AT	INSPECT BY	ACCEPT AT	ACCEPT BY
0001	Destination	Government	Destination	Government
0002	Destination	Government	Destination	Government
0003	Destination	Government	Destination	Government
0004	Destination	Government	Destination	Government
0005	Destination	Government	Destination	Government
0006	Destination	Government	Destination	Government
0007	Destination	Government	Destination	Government
0008	Destination	Government	Destination	Government
0009	Destination	Government	Destination	Government

## CLAUSES INCORPORATED BY REFERENCE

52.246-2	Inspection Of Supplies--Fixed Price	AUG 1996
52.246-15	Certificate of Conformance	APR 1984
52.246-16	Responsibility For Supplies	APR 1984
252.246-7000	Material Inspection And Receiving Report	MAR 2008

## CLAUSES INCORPORATED BY FULL TEXT

## 52.246-11 HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT (DEC 2014)

(a) The Contractor shall comply with the higher-level quality standard(s) listed below.

ANSI/ISO/ASQ(E) Q9001, or an equivalent quality system model, dated 15 Nov 2008

(b) The Contractor shall include applicable requirements of the higher-level quality standard(s) listed in paragraph (a) of this clause and the requirement to flow down such standards, as applicable, to lower-tier subcontracts, in--

(1) Any subcontract for critical and complex items (see 46.203(b) and (c)); or

(2) When the technical requirements of a subcontract require--

(i) Control of such things as design, work operations, in-process control, testing, and inspection; or

(ii) Attention to such factors as organization, planning, work instructions, documentation control, and advanced metrology.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### HQ E-1-0001 INSPECTION AND ACCEPTANCE LANGUAGE FOR DATA

Inspection and acceptance of all data shall be as specified on the attached Contract Data Requirements List(s), DD Form 1423.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ E-1-0003 INSPECTION AND ACCEPTANCE LANGUAGE FOR F.O.B. DESTINATION DELIVERIES

Item(s) 0001 through 0009 - Inspection and acceptance shall be made at destination by a representative of the Government.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ E-2-0003 CALIBRATION SYSTEM REQUIREMENTS (NAVSEA) (APR 2015)

Calibration System Requirements. The calibration of measuring and testing equipment shall, as a minimum, adhere to the requirements of ANSI/NCSL Z540.3-2006.

## CLAUSES INCORPORATED BY FULL TEXT

### HQ E-2-0008 INSPECTION AND TEST RECORDS (NAVSEA) (MAY 1995)

Inspection and Test Records: Inspection and test records shall, as a minimum, indicate the nature of the observations, number of observations made, and the number and type of deficiencies found. Data included in inspection and test records shall be complete and accurate, and shall be used for trend analysis and to assess corrective action and effectiveness.

#### CLAUSES INCORPORATED BY FULL TEXT

##### HQ E-2-0014 QUALITY IN SOFTWARE DEVELOPMENT AND PRODUCTION (NAVSEA) (MAY 1995)

Quality in Software Development and Production: The contractor's software quality program shall be an integral part of the overall Quality Assurance Program. Software quality program controls shall be applicable to all project software that is developed, maintained, or modified within the following categories:

- (a) All deliverable software
- (b) All deliverable software that is included as part of deliverable hardware or firmware.
- (c) Non deliverable software (commercially available or user-developed) used for development, fabrication, testing, or acceptance of deliverable software or hardware (includes automated fabrication, test, and inspection/acceptance equipment software and software design, test, and inspection tools).
- (d) Commercially available, reusable, or Government software designated as part of a deliverable item.

#### CLAUSES INCORPORATED BY FULL TEXT

##### HQ E-2-0015 QUALITY MANAGEMENT SYSTEM REQUIREMENTS (NAVSEA) (SEP 2009)

Quality Management System Requirements. The Contractor shall provide and maintain a quality management system that, as a minimum, adheres to the requirements of ANSI/ISO/ASQ 9001-2008 Quality Management Systems and supplemental requirements imposed by this contract. The quality management system procedures, planning, and all other documentation and data that comprise the quality management system shall be made available to the Government for review. Existing quality documents that meet the requirements of this contract may continue to be used. The Government may perform any necessary inspections, verifications, and evaluations to ascertain conformance to requirements and the adequacy of the implementing procedures. The Contractor shall require of subcontractors a quality management system achieving control of the quality of the services and/or supplies provided. The Government reserves the right to disapprove the quality management system or portions thereof when it fails to meet the contractual requirements.

(End of Text)

#### CLAUSES INCORPORATED BY FULL TEXT

HQ E-2-0017    USE OF CONTRACTOR'S INSPECTION EQUIPMENT  
(NAVSEA) (MAY 1995)

Use of Contractor's Inspection Equipment: The contractor's gages, and measuring and testing devices shall be made available for use by the Government when required to determine conformance with contract requirements. If conditions warrant, the contractor's personnel shall be made available for operations of such devices and for verification of their accuracy and condition.

## Section F - Deliveries or Performance

DELIVERY INFORMATION:

CLIN	DELIVERY DATE	QUANTITY	SHIP TO ADDRESS	UIC
0001	Two (2) Each 362 calendar days from the effective date of funded delivery order.	2 Each	NAVAL SURFACE WARFARE CENTER CRANE DIV M/F: (b)(6) BLDG (b)(6) 300 HWY 361 CRANE IN 47522-5001 (b)(6) FOB: Destination	N00164
0002	N/A	N/A	N/A	N/A
0003	N/A	N/A	N/A	N/A
0004	Six (6) Each 214 calendar days from the effective date of funded delivery order.	Not to exceed 6 Each	Same as above, CLIN 0001.	N00164
0005	Thirty (30) Each 122 calendar days from the effective date of funded delivery order with 30 Each every 30 calendar days thereafter until complete.	Not to exceed 1,000 Each	Same as above, CLIN 0001.	N00164
0006	Fifteen (15) calendar days from the effective date of funded delivery order.	*	Same as above, CLIN 0001.	N00164
0007	Thirty (30) calendar days from the effective date of funded delivery order.	*	Same as above, CLIN 0001.	N00164
0008	Sixty (60) calendar days from the effective date of funded delivery order.	*	Same as above, CLIN 0001.	N00164
0009	In accordance with the CDRLs.	1 Lot	In accordance with the CDRLs.	N00164

\* Line Item 0006, 0007, 0008 has an estimated combined ordering maximum not to exceed value of \$2,500,000.

NOTE:

The Contractor is authorized to deliver the ordered units before the subject delivery date(s) at no additional cost to the Government.

LATE DELIVERY: In the event the contractor encounters difficulty in complying with the delivery schedule or anticipates late delivery, it shall promptly provide written notification to the delivery order Contracting Officer and the ACO including the details. If the contractor request delivery schedule relief, the contractor shall include an offer

of adequate consideration to compensate for the impact of late deliveries to the customer. Government receipt of such notice shall not relieve the contractor of its responsibility to comply with the terms of the delivery order and this contract, including the delivery schedule.

#### CLAUSES INCORPORATED BY REFERENCE

52.242-15	Stop-Work Order	AUG 1989
52.242-17	Government Delay Of Work	APR 1984
52.247-34	F.O.B. Destination	NOV 1991
52.247-55	F.O.B. Point For Delivery Of Government-Furnished Property	JUN 2003

#### CLAUSES INCORPORATED BY FULL TEXT

##### HQ F-2-0004 F.O.B. DESTINATION (NAVSEA) (APR 2015)

All supplies hereunder shall be delivered with all transportation charges prepaid, in accordance with the clause hereof entitled "F.O.B. DESTINATION" (FAR 52.247-34) in accordance with the delivery instructions specified herein.

The Contractor shall not ship directly to a military air or water port terminal without authorization by the cognizant Contract Administration Office.

Except when the Material Inspection and Receiving Report (MIRR) (DD 250) is used as an invoice, the Contractor shall enter unit prices on all MIRR copies. Contract line items shall be priced using actual prices, or if not available, estimated prices. When the price is estimated, an "E" shall be entered after the price.

All data to be furnished under this contract shall be delivered prepaid to destination(s) at the time(s) specified on the Contract Data Requirements List(s), DD Form 1423.



Section G - Contract Administration Data

CLAUSES INCORPORATED BY FULL TEXT

252.204-0001 LINE ITEM SPECIFIC: SINGLE FUNDING. (SEP 2009)

The payment office shall make payment using the ACRN funding of the line item being billed.

(End of clause)

CLAUSES INCORPORATED BY FULL TEXT

252.232-7003 ELECTRONIC SUBMISSION OF PAYMENT REQUESTS AND RECEIVING REPORTS  
(JUNE 2012)

(a) Definitions. As used in this clause—

(1) Contract financing payment and invoice payment have the meanings given in section 32.001 of the Federal Acquisition Regulation.

(2) Electronic form means any automated system that transmits information electronically from the initiating system to all affected systems. Facsimile, e-mail, and scanned documents are not acceptable electronic forms for submission of payment requests. However, scanned documents are acceptable when they are part of a submission of a payment request made using Wide Area WorkFlow (WAWF) or another electronic form authorized by the Contracting Officer.

(3) Payment request means any request for contract financing payment or invoice payment submitted by the Contractor under this contract.

(4) Receiving report means the data required by the clause at 252.246-7000, Material Inspection and Receiving Report.

(b) Except as provided in paragraph (c) of this clause, the Contractor shall submit payment requests and receiving reports using WAWF, in one of the following electronic formats that WAWF accepts: Electronic Data Interchange, Secure File Transfer Protocol, or World Wide Web input. Information regarding WAWF is available on the Internet at <https://wawf.eb.mil/>.

(c) The Contractor may submit a payment request and receiving report using other than WAWF only when—

(1) The Contracting Officer administering the contract for payment has determined, in writing, that electronic submission would be unduly burdensome to the Contractor. In such cases, the Contractor shall include a copy of the Contracting Officer's determination with each request for payment;

(2) DoD makes payment for commercial transportation services provided under a Government rate tender or a contract for transportation services using a DoD-approved electronic third party payment system or other exempted vendor payment/invoicing system (e.g., PowerTrack, Transportation Financial Management System, and Cargo and Billing System);

(3) DoD makes payment for rendered health care services using the TRICARE Encounter Data System (TEDS) as the electronic format; or

(4) When the Governmentwide commercial purchase card is used as the method of payment, only submission of the receiving report in electronic form is required.

(d) The Contractor shall submit any non-electronic payment requests using the method or methods specified in Section G of the contract.

(e) In addition to the requirements of this clause, the Contractor shall meet the requirements of the appropriate payment clauses in this contract when submitting payments requests.

(End of clause)

#### 252.232-7006 WIDE AREA WORKFLOW PAYMENT INSTRUCTIONS (MAY 2013)

(a) Definitions. As used in this clause--

Department of Defense Activity Address Code (DoDAAC) is a six position code that uniquely identifies a unit, activity, or organization.

Document type means the type of payment request or receiving report available for creation in Wide Area Workflow (WAWF).

Local processing office (LPO) is the office responsible for payment certification when payment certification is done external to the entitlement system.

(b) Electronic invoicing. The WAWF system is the method to electronically process vendor payment requests and receiving reports, as authorized by DFARS 252.232-7003, Electronic Submission of Payment Requests and Receiving Reports.

(c) WAWF access. To access WAWF, the Contractor shall--

(1) Have a designated electronic business point of contact in the System for Award Management at <https://www.acquisition.gov>; and

(2) Be registered to use WAWF at <https://wawf.eb.mil/> following the step-by-step procedures for self-registration available at this Web site.

(d) WAWF training. The Contractor should follow the training instructions of the WAWF Web-Based Training Course and use the Practice Training Site before submitting payment requests through

WAWF. Both can be accessed by selecting the "Web Based Training" link on the WAWF home page at <https://wawf.eb.mil/>.

(e) WAWF methods of document submission. Document submissions may be via Web entry, Electronic Data Interchange, or File Transfer Protocol.

(f) WAWF payment instructions. The Contractor must use the following information when submitting payment requests and receiving reports in WAWF for this contract/order:

(1) Document type. The Contractor shall use the following document type(s).

Combo

(2) Inspection/acceptance location. The Contractor shall select the following inspection/acceptance location(s) in WAWF, as specified by the contracting officer.

Inspection/Acception Location: Destination/Destination

(3) Document routing. The Contractor shall use the information in the Routing Data Table below only to fill in applicable fields in WAWF when creating payment requests and receiving reports in the system.

Routing Data Table\*

Field Name in WAWF	Data to be entered in WAWF
Pay Official DoDAAC	HQ0339
Issue By DoDAAC	N00164
Admin DoDAAC	N00164
Inspect By DoDAAC	N/A
Ship To Code	N00164
Ship From Code	N/A
Mark For Code	N/A
Service Approver (DoDAAC)	N/A
Service Acceptor (DoDAAC)	N/A
Accept at Other DoDAAC	N/A
LPO DoDAAC	N/A
DCAA Auditor DoDAAC	N/A
Other DoDAAC(s)	N/A

(4) Payment request and supporting documentation. The Contractor shall ensure a payment request includes appropriate contract line item and subline item descriptions of the work performed or supplies delivered, unit price/cost per unit, fee (if applicable), and all relevant back-up documentation, as defined in DFARS Appendix F, (e.g. timesheets) in support of each payment request.

(5) WAWF email notifications. The Contractor shall enter the email address identified below in the "Send Additional Email Notifications" field of WAWF once a document is submitted in the system.

Scott Arthur at (812) 854-6650 or [scott.arthur@navy.mil](mailto:scott.arthur@navy.mil)

(g) WAWF point of contact. (1) The Contractor may obtain clarification regarding invoicing in WAWF from the following contracting activity's WAWF point of contact.

Cran\_Acquisitn\_WAWF@navy.mil

(2) For technical WAWF help, contact the WAWF helpdesk at 866-618-5988.

(End of clause)

## CLAUSES INCORPORATED BY FULL TEXT

### HQ-G-2-0002 CONTRACT ADMINISTRATION DATA LANGUAGE

Enter below the address (street and number, city, county, state and zip code) of the Contractor's facility which will administer the contract if such address is different from the address shown on the SF26 or SF33 as applicable.

N/A

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## CLAUSES INCORPORATED BY FULL TEXT

### HQ-G-2-0004 PURCHASING OFFICE REPRESENTATIVE

PURCHASING OFFICE  
REPRESENTATIVE:

COMMANDER  
ATTN: (b)(6)  
NAVAL SURFACE WARFARE CENTER, CRANE  
DIVISION  
300 HIGHWAY 361  
CRANE IN 47522-5000  
Tel: (b)(6)  
Email: (b)(6)

### HQ G-2-0009 SUPPLEMENTAL INSTRUCTIONS REGARDING INVOICING (NAVSEA) (APR 2015)

(a) For other than firm fixed priced contract line item numbers (CLINs), the Contractor agrees to segregate costs incurred under this contract/task order (TO), as applicable, at the lowest level of performance, either at the technical instruction (TI), sub line item number (SLIN), or contract line item number (CLIN) level, rather than on a total contract/TO basis, and to submit invoices reflecting costs incurred at that level. Supporting documentation in Wide Area Workflow (WAWF) for invoices shall include summaries of work charged during the period covered as well as

overall cumulative summaries by individual labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of other direct costs (ODCs), materials, and travel, by TI, SLIN, or CLIN level. For other than firm fixed price subcontractors, subcontractors are also required to provide labor categories, rates, and hours (both straight time and overtime) invoiced; as well as, a cost breakdown of ODCs, materials, and travel invoiced. Supporting documentation may be encrypted before submission to the prime contractor for WAWF invoice submittal. Subcontractors may email encryption code information directly to the Contracting Officer (CO) and Contracting Officer Representative (COR). Should the subcontractor lack encryption capability, the subcontractor may also email detailed supporting cost information directly to the CO and COR; or other method as agreed to by the CO.

(b) Contractors submitting payment requests and receiving reports to WAWF using either Electronic Data Interchange (EDI) or Secure File Transfer Protocol (SFTP) shall separately send an email notification to the COR and CO on the same date they submit the invoice in WAWF. No payments shall be due if the contractor does not provide the COR and CO email notification as required herein.

#### CNIN-G-0007 PROMPT PAYMENT CONSTRUCTIVE ACCEPTANCE

(DEC 2013)

Paragraph (a)(5)(i) of the Prompt Payment Clause (FAR 52.232-25) is hereby changed from ~~the 7<sup>th</sup> day~~ to:

- (i) For the sole purpose of computing an interest penalty that might be due the Contractor, Government acceptance is deemed to occur constructively on the **30<sup>th</sup>** day after the Contractor delivers the supplies or performs the services in accordance with the terms and conditions of the contract, unless there is a disagreement over quantity, quality, or Contractor compliance with a contract provision. If actual acceptance occurs within the constructive acceptance period, the Government will base the determination of an interest penalty on the actual date of acceptance. The constructive acceptance requirement does not, however, compel Government officials to accept supplies or services, perform contract administration functions, or make payment prior to fulfilling their responsibilities.

#### CNIN-G-0014 PAYMENT STATUS INQUIRIES

(FEB 2016)

The status of invoice payments can be obtained through MOCAS myInvoice at: <https://myinvoice.csd.disa.mil/> myInvoice is a web-based application developed specifically for contractors/vendors and Government/Military employees to obtain invoice status and payment data. It is an interactive web-based system, accessible 24 hours a day/7 days a week.

Follow the website instructions and download "[Getting Started with myInvoice](#)" to assist in the registration process.

If you require additional assistance with accessing myInvoice, effective 17 Jun 2013, contact the Columbus Accounting System Helpdesk (CASH) at [CCO-CASH@DFAS.MIL](mailto:CCO-CASH@DFAS.MIL) or Toll Free at (855) 211-6308.

The status of invoice payments may also be obtained by contacting the DFAS Paying Office designated on the contract cover page. DFAS Paying Office Vendor Pay Customer Service offices are listed below:

F03000	DFAS Dayton	1-800-756-4571 - option 4
F67100	DFAS Limestone	1-800-756-4571 - option 4

HQ0105	DFAS Indianapolis	1-888-332-7366 or 1-317-212-0300
HQ0131	DFAS Columbus Caps	1-800-756-4571 - option 2, option 2
HQ0248	DFAS Rome	1-800-553-0527
HQ0250	DFAS Rome	1-800-553-0527
HQ0302	DFAS Rome	1-800-553-0527
HQ0303	DFAS Rock Island	1-800-756-4571 - option 2, option 5
HQ0304	DFAS St. Louis	1-800-756-4571 - option 3
HQ0337	DFAS Columbus North	1-800-756-4571 - option 1
HQ0338	DFAS Columbus South	1-800-756-4571 - option 1
HQ0339	DFAS Columbus West	1-800-756-4571 - option 1
HQ0347	DFAS Indianapolis	1-888-332-7366
HQ0248	DFAS Indianapolis	1-888-332-7366 or 1-317-212-0300
HQ0490	DFAS Rome	1-800-553-0527 or 1-315-709-6001
M67443	DFAS Kansas City	1-800-756-4571 - option 5
N0024B	Navy_ERP NAVSEA HQ	1-202-781-3145
N62828	Navy_ERP NSWC Crane	<a href="mailto:cran_vendorpay@navy.mil">cran_vendorpay@navy.mil</a>
N64142	Navy_ERP NAWCAD	1-732-323-1082
	(Patuxent River, Lakehurst and NAVAIR HQ)	
N68732	DFAS Cleveland	1-800-756-4571 - option 2 and 4
	(Now pays DFAS Charleston N68892, DFAS Pensacola N68566, DFAS San Diego N68688)	
SL4701	DFAS Columbus EBS	1-800-756-4571 - option 2 and 2

## Section H - Special Contract Requirements

## CLAUSES INCORPORATED BY FULL TEXT

## NAVSEA 5252.202-9101 ADDITIONAL DEFINITIONS (MAY 1993)

As used throughout this contract, the following terms shall have the meanings set forth below:

- (a) DEPARTMENT - means the Department of the Navy.
- (b) REFERENCES TO THE FEDERAL ACQUISITION REGULATION (FAR) - All references to the FAR in this contract shall be deemed to also reference the appropriate sections of the Defense FAR Supplement (DFARS), unless clearly indicated otherwise.
- (c) REFERENCES TO ARMED SERVICES PROCUREMENT REGULATION OR DEFENSE ACQUISITION REGULATION - All references in this document to either the Armed Services Procurement Regulation (ASPR) or the Defense Acquisition Regulation (DAR) shall be deemed to be references to the appropriate sections of the FAR/DFARS.
- (d) NATIONAL STOCK NUMBERS - Whenever the term Federal Item Identification Number and its acronym FIIN or the term Federal Stock Number and its acronym FSN appear in the contract, order or their cited specifications and standards, the terms and acronyms shall be interpreted as National Item Identification Number (NIIN) and National Stock Number (NSN) respectively which shall be defined as follows:
  - (1) National Item Identification Number (NIIN). The number assigned to each approved Item Identification under the Federal Cataloging Program. It consists of nine numeric characters, the first two of which are the National Codification Bureau (NCB) Code. The remaining positions consist of a seven digit non-significant number.
  - (2) National Stock Number (NSN). The National Stock Number (NSN) for an item of supply consists of the applicable four position Federal Supply Class (FSC) plus the applicable nine position NIIN assigned to the item of supply.

## 5252.227-9113 GOVERNMENT-INDUSTRY DATA EXCHANGE PROGRAM (APR 2015)

- (a) The Contractor shall participate in the appropriate interchange of the Government-Industry Data Exchange Program (GIDEP) in accordance with GIDEP PUBLICATION 1 dated April 2008. Data entered is retained by the program and provided to qualified participants. Compliance with this requirement shall not relieve the Contractor from complying with any other requirement of the contract.
- (b) The Contractor agrees to insert paragraph (a) of this requirement in any subcontract hereunder exceeding \$500,000.00. When so inserted, the word "Contractor" shall be changed to "Subcontractor".
- (c) GIDEP materials, software and information are available without charge from:

GIDEP Operations Center  
P.O. Box 8000  
Corona, CA 92878-8000

Phone: (951) 898-3207  
FAX: (951) 898-3250  
Internet: <http://www.gidep.org>

**5252.239-9605 TECHNOLOGY IMPROVEMENTS (OCT 1991)**

(a) After contract award, the Government may solicit, and the Contractor is encouraged to propose independently, technology improvements to the equipment, software specifications, or other requirements of the contract. These improvements may be proposed to save money, to improve performance, to save energy or for any other purpose which presents a technological advantage to the Government. As part of the proposed changes, the Contractor shall submit a price proposal to the Contracting Officer for evaluation. Those proposed technology improvements that are acceptable to the Government will be processed as modifications to the contract.

(b) As a minimum, the following information shall be submitted by the Contractor with each proposal:

- (1) A description of the difference between the existing contract requirement and the proposed change, and the comparative advantages and disadvantages of each;
- (2) Itemized requirements of the contract that must be changed if the proposal is adopted, and the proposed revision to the contract for each such change;
- (3) An estimate of the changes in performance and cost, if any, that will result from adoption of the proposal;
- (4) An evaluation of the effects the proposed changes would have on collateral costs to the Government, such as Government-furnished property costs, costs of related items, and costs of maintenance, operation and conversion (including Government application software); and
- (5) A statement of the time by which the contract modification adopting the proposal must be issued so as to obtain the maximum benefits of the changes during the remainder of this contract including supporting rationale; and
- (6) Any effect on the contract completion time or delivery schedule shall be identified.
- (7) The Government reserves the right to require a rerun of selected portions of the live test demonstration to verify the proposed improvement, at no additional charge to the Government.

(c) The Government will not be liable for proposal preparation costs or any delay in acting upon any proposal submitted pursuant to this clause. The Contractor has the right to withdraw, in whole or in part, any proposal not accepted by the Government within the period specified in the proposal. The decision of the Contracting Officer as to the acceptance of any such proposal under this contract is final and not subject to the "Disputes" clause of this contract.

(d) The Contracting Officer may accept any proposal submitted pursuant to this clause by giving the Contractor written notice thereof. This written notice will be given by issuance of a modification to this contract. Unless and until a modification is executed to incorporate a proposal under this contract, the Contractor shall remain obligated to perform in accordance with the requirements, terms and conditions of the existing contract.

(e) If a proposal submitted pursuant to this clause is accepted and applied to this contract, the increase or decrease in the contract price shall be under paragraph (c) "Changes" of the FAR 52.212.4 "Contract Terms and Conditions--Commercial Items" clause in this contract. The resulting contract modification will state that it is made pursuant to this clause.

**5252.245-9109 GOVERNMENT-FURNISHED PROPERTY (INCORPORATION) (APR 2015)**

The Government will provide only that property identified in an attachment to Section J, notwithstanding any term or condition of this contract to the contrary. Upon Contractor's written request to the cognizant Technical Program



Manager, via the cognizant Contract Administration Office, the Government will furnish the identified government property for incorporation in the equipment to be delivered under Item(s) 0006 and 0007 of this contract.

5252.245-9115 RENT-FREE USE OF GOVERNMENT PROPERTY (SEP 1990)

The Contractor may use on a rent-free, non-interference basis, as necessary for the performance of this contract, the Government property accountable under Contract(s) (N00164-16-D-JQ16). The Contractor is responsible for scheduling the use of all property covered by the above referenced contract(s) and the Government shall not be responsible for conflicts, delays, or disruptions to any work performed by the Contractor due to use of any or all of such property under this contract or any other contracts under which use of such property is authorized.

## Section I - Contract Clauses

## CLAUSES INCORPORATED BY REFERENCE

52.202-1	Definitions	NOV 2013
52.203-3	Gratuities	APR 1984
52.203-5	Covenant Against Contingent Fees	MAY 2014
52.203-6	Restrictions On Subcontractor Sales To The Government	SEP 2006
52.203-7	Anti-Kickback Procedures	MAY 2014
52.203-8	Cancellation, Rescission, and Recovery of Funds for Illegal or Improper Activity	MAY 2014
52.203-10	Price Or Fee Adjustment For Illegal Or Improper Activity	MAY 2014
52.203-12	Limitation On Payments To Influence Certain Federal Transactions	OCT 2010
52.203-13	Contractor Code of Business Ethics and Conduct	OCT 2015
52.203-17	Contractor Employee Whistleblower Rights and Requirement To Inform Employees of Whistleblower Rights	APR 2014
52.204-4	Printed or Copied Double-Sided on Postconsumer Fiber Content Paper	MAY 2011
52.204-10	Reporting Executive Compensation and First-Tier Subcontract Awards	OCT 2015
52.204-13	System for Award Management Maintenance	JUL 2013
52.209-6	Protecting the Government's Interest When Subcontracting With Contractors Debarred, Suspended, or Proposed for Debarment	OCT 2015
52.209-10	Prohibition on Contracting With Inverted Domestic Corporations	NOV 2015
52.210-1	Market Research	APR 2011
52.211-5	Material Requirements	AUG 2000
52.211-15	Defense Priority And Allocation Requirements	APR 2008
52.215-2	Audit and Records--Negotiation	OCT 2010
52.215-8	Order of Precedence--Uniform Contract Format	OCT 1997
52.215-11	Price Reduction for Defective Certified Cost or Pricing Data--Modifications	AUG 2011
52.215-13	Subcontractor Certified Cost or Pricing Data--Modifications	OCT 2010
52.215-14	Integrity of Unit Prices	OCT 2010
52.215-15	Pension Adjustments and Asset Reversions	OCT 2010
52.215-18	Reversion or Adjustment of Plans for Postretirement Benefits (PRB) Other than Pensions	JUL 2005
52.215-19	Notification of Ownership Changes	OCT 1997
52.215-21	Requirements for Certified Cost or Pricing Data and Data Other Than Certified Cost or Pricing Data -- Modifications	OCT 2010
52.215-23	Limitations on Pass-Through Charges	OCT 2009
52.219-4	Notice of Price Evaluation Preference for HUBZone Small Business Concerns	OCT 2014
52.219-8	Utilization of Small Business Concerns	OCT 2014
52.219-9 Alt II	Small Business Subcontracting Plan (OCT 2015) Alternate II	OCT 2001
52.219-16	Liquidated Damages-Subcontracting Plan	JAN 1999
52.219-28	Post-Award Small Business Program Rerepresentation	JUL 2013
52.222-3	Convict Labor	JUN 2003

52.222-19	Child Labor -- Cooperation with Authorities and Remedies	FEB 2016
52.222-20	Contracts for Materials, Supplies, Articles, and Equipment Exceeding \$15,000	MAY 2014
52.222-21	Prohibition Of Segregated Facilities	APR 2015
52.222-26	Equal Opportunity	APR 2015
52.222-35	Equal Opportunity for Veterans	OCT 2015
52.222-36	Equal Opportunity for Workers with Disabilities	JUL 2014
52.222-37	Employment Reports on Veterans	FEB 2016
52.222-40	Notification of Employee Rights Under the National Labor Relations Act	DEC 2010
52.222-50	Combating Trafficking in Persons	MAR 2015
52.222-54	Employment Eligibility Verification	OCT 2015
52.223-6	Drug-Free Workplace	MAY 2001
52.223-18	Encouraging Contractor Policies To Ban Text Messaging While Driving	AUG 2011
52.225-13	Restrictions on Certain Foreign Purchases	JUN 2008
52.227-1	Authorization and Consent	DEC 2007
52.227-2	Notice And Assistance Regarding Patent And Copyright Infringement	DEC 2007
52.227-3	Patent Indemnity	APR 1984
52.227-13	Patent Rights--Ownership By The Government	DEC 2007
52.227-14	Rights in Data--General	MAY 2014
52.229-3	Federal, State And Local Taxes	FEB 2013
52.230-2	Cost Accounting Standards	OCT 2015
52.230-6	Administration of Cost Accounting Standards	JUN 2010
52.232-1	Payments	APR 1984
52.232-8	Discounts For Prompt Payment	FEB 2002
52.232-9	Limitation On Withholding Of Payments	APR 1984
52.232-11	Extras	APR 1984
52.232-17	Interest	MAY 2014
52.232-23	Assignment Of Claims	MAY 2014
52.232-25	Prompt Payment	JUL 2013
52.232-33	Payment by Electronic Funds Transfer--System for Award Management	JUL 2013
52.232-39	Unenforceability of Unauthorized Obligations	JUN 2013
52.232-40	Providing Accelerated Payments to Small Business Subcontractors	DEC 2013
52.233-1	Disputes	MAY 2014
52.233-3	Protest After Award	AUG 1996
52.233-4	Applicable Law for Breach of Contract Claim	OCT 2004
52.242-2	Production Progress Reports	APR 1991
52.242-13	Bankruptcy	JUL 1995
52.243-1	Changes--Fixed Price	AUG 1987
52.243-6	Change Order Accounting	APR 1984
52.243-7	Notification Of Changes	APR 1984
52.244-2	Subcontracts	OCT 2010
52.244-6	Subcontracts for Commercial Items	FEB 2016
52.245-1	Government Property	APR 2012
52.245-9	Use And Charges	APR 2012
52.246-23	Limitation Of Liability	FEB 1997
52.248-1	Value Engineering	OCT 2010

52.249-2	Termination For Convenience Of The Government (Fixed-Price)	APR 2012
52.249-8	Default (Fixed-Price Supply & Service)	APR 1984
52.253-1	Computer Generated Forms	JAN 1991
252.203-7000	Requirements Relating to Compensation of Former DoD Officials	SEP 2011
252.203-7001	Prohibition On Persons Convicted of Fraud or Other Defense-Contract-Related Felonies	DEC 2008
252.203-7002	Requirement to Inform Employees of Whistleblower Rights	SEP 2013
252.203-7003	Agency Office of the Inspector General	DEC 2012
252.203-7004	Display of Fraud Hotline Poster(s)	OCT 2015
252.204-7000	Disclosure Of Information	AUG 2013
252.204-7003	Control Of Government Personnel Work Product	APR 1992
252.204-7004 Alt A	System for Award Management Alternate A	FEB 2014
252.204-7005	Oral Attestation of Security Responsibilities	NOV 2001
252.204-7009	Limitations on the Use or Disclosure of Third-Party Contractor Reported Cyber Incident Information	DEC 2015
252.204-7012	Safeguarding Covered Defense Information and Cyber Incident Reporting.	DEC 2015
252.204-7014	Limitations on the Use or Disclosure of Information by Litigation Support Contractors	FEB 2014
252.204-7015	Disclosure of Information to Litigation Support Contractors	FEB 2014
252.205-7000	Provision Of Information To Cooperative Agreement Holders	DEC 1991
252.209-7004	Subcontracting With Firms That Are Owned or Controlled By The Government of a Country that is a State Sponsor of Terrorism	OCT 2015
252.211-7000	Acquisition Streamlining	OCT 2010
252.211-7005	Substitutions for Military or Federal Specifications and Standards	NOV 2005
252.211-7007	Reporting of Government-Furnished Property	AUG 2012
252.215-7000	Pricing Adjustments	DEC 2012
252.217-7028	Over And Above Work	DEC 1991
252.219-7003	Small Business Subcontracting Plan (DOD Contracts)--Basic	MAR 2016
252.219-7004	Small Business Subcontracting Plan (Test Program)	OCT 2014
252.222-7006	Restrictions on the Use of Mandatory Arbitration Agreements	DEC 2010
252.223-7004	Drug Free Work Force	SEP 1988
252.223-7008	Prohibition of Hexavalent Chromium	JUN 2013
252.225-7001	Buy American And Balance Of Payments Program-- Basic (Nov 2014)	NOV 2014
252.225-7002	Qualifying Country Sources As Subcontractors	DEC 2012
252.225-7004	Report of Intended Performance Outside the United States and Canada--Submission after Award	OCT 2015
252.225-7005	Identification Of Expenditures In The United States	JUN 2005
252.225-7009	Restriction on Acquisition of Certain Articles Containing Specialty Metals	OCT 2014
252.225-7012	Preference For Certain Domestic Commodities	FEB 2013
252.225-7013	Duty-Free Entry--Basic (Nov 2014)	NOV 2014
252.225-7036	Buy American--Free Trade Agreement--Balance of Payments Program--Basic (Nov 2014)	NOV 2014
252.225-7046	Exports by Approved Community Members in Response to the Solicitation	JUN 2013

252.225-7047	Exports by Approved Community Members in Performance of the Contract	JUN 2013
252.226-7001	Utilization of Indian Organizations and Indian-Owned Economic Enterprises, and Native Hawaiian Small Business Concerns	SEP 2004
252.227-7013	Rights in Technical Data--Noncommercial Items	FEB 2014
252.227-7015	Technical Data--Commercial Items	FEB 2014
252.227-7016	Rights in Bid or Proposal Information	JAN 2011
252.227-7025	Limitations on the Use or Disclosure of Government-Furnished Information Marked with Restrictive Legends	MAY 2013
252.227-7026	Deferred Delivery Of Technical Data Or Computer Software	APR 1988
252.227-7027	Deferred Ordering Of Technical Data Or Computer Software	APR 1988
252.227-7030	Technical Data--Withholding Of Payment	MAR 2000
252.227-7037	Validation of Restrictive Markings on Technical Data	JUN 2013
252.231-7000	Supplemental Cost Principles	DEC 1991
252.232-7003	Electronic Submission of Payment Requests and Receiving Reports	JUN 2012
252.232-7010	Levies on Contract Payments	DEC 2006
252.235-7003	Frequency Authorization	MAR 2014
252.239-7000	Protection Against Compromising Emanations	JUN 2004
252.243-7001	Pricing Of Contract Modifications	DEC 1991
252.243-7002	Requests for Equitable Adjustment	DEC 2012
252.244-7000	Subcontracts for Commercial Items	JUN 2013
252.244-7001	Contractor Purchasing System Administration	MAY 2014
252.245-7001	Tagging, Labeling, and Marking of Government-Furnished Property	APR 2012
252.245-7002	Reporting Loss of Government Property	APR 2012
252.245-7003	Contractor Property Management System Administration	APR 2012
252.245-7004	Reporting, Reutilization, and Disposal	MAR 2015
252.246-7001 Alt II	Warranty Of Data (Mar 2014) - Alternate II	MAR 2014
252.246-7007	Contractor Counterfeit Electronic Part Detection and Avoidance System	MAY 2014
252.247-7023	Transportation of Supplies by Sea	APR 2014

#### CLAUSES INCORPORATED BY FULL TEXT

#### 52.204-19 INCORPORATION BY REFERENCE OF REPRESENTATIONS AND CERTIFICATIONS (DEC 2014)

The Contractor's representations and certifications, including those completed electronically via the System for Award Management (SAM), are incorporated by reference into the contract.

(End of clause)

#### 52.209-9 UPDATES OF PUBLICLY AVAILABLE INFORMATION REGARDING RESPONSIBILITY MATTERS (JULY 2013)

(a) The Contractor shall update the information in the Federal Awardee Performance and Integrity Information System (FAPIS) on a semi-annual basis, throughout the life of the contract, by posting the required information in the System for Award Management database via <https://www.acquisition.gov>.

(b) As required by section 3010 of the Supplemental Appropriations Act, 2010 (Pub. L. 111-212), all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available. FAPIS consists of two segments--

(1) The non-public segment, into which Government officials and the Contractor post information, which can only be viewed by--

(i) Government personnel and authorized users performing business on behalf of the Government; or

(ii) The Contractor, when viewing data on itself; and

(2) The publicly-available segment, to which all data in the non-public segment of FAPIS is automatically transferred after a waiting period of 14 calendar days, except for--

(i) Past performance reviews required by subpart 42.15;

(ii) Information that was entered prior to April 15, 2011; or

(iii) Information that is withdrawn during the 14-calendar-day waiting period by the Government official who posted it in accordance with paragraph (c)(1) of this clause.

(c) The Contractor will receive notification when the Government posts new information to the Contractor's record.

(1) If the Contractor asserts in writing within 7 calendar days, to the Government official who posted the information, that some of the information posted to the non-public segment of FAPIS is covered by a disclosure exemption under the Freedom of Information Act, the Government official who posted the information must within 7 calendar days remove the posting from FAPIS and resolve the issue in accordance with agency Freedom of Information procedures, prior to reposting the releasable information. The contractor must cite 52.209-9 and request removal within 7 calendar days of the posting to FAPIS.

(2) The Contractor will also have an opportunity to post comments regarding information that has been posted by the Government. The comments will be retained as long as the associated information is retained, i.e., for a total period of 6 years. Contractor comments will remain a part of the record unless the Contractor revises them.

(3) As required by section 3010 of Pub. L. 111-212, all information posted in FAPIS on or after April 15, 2011, except past performance reviews, will be publicly available.

(d) Public requests for system information posted prior to April 15, 2011, will be handled under Freedom of Information Act procedures, including, where appropriate, procedures promulgated under E.O. 12600.

(End of clause)

(a) Minimum order. When the Government requires supplies or services covered by this contract in an amount of less than Quantity 1 Each, the Government is not obligated to purchase, nor is the Contractor obligated to furnish, those supplies or services under the contract.

(b) Maximum order. The Contractor is not obligated to honor:

(1) Any order for a single item in excess of Quantity 1000 Each (insert dollar figure or quantity);

(2) Any order for a combination of items in excess of Quantity 1000 Each (insert dollar figure or quantity); or

(3) A series of orders from the same ordering office within 30 days that together call for quantities exceeding the limitation in subparagraph (1) or (2) above.

(c) If this is a requirements contract (i.e., includes the Requirements clause at subsection 52.216-21 of the Federal Acquisition Regulation (FAR)), the Government is not required to order a part of any one requirement from the Contractor if that requirement exceeds the maximum-order limitations in paragraph (b) above.

(d) Notwithstanding paragraphs (b) and (c) above, the Contractor shall honor any order exceeding the maximum order limitations in paragraph (b), unless that order (or orders) is returned to the ordering office within 7 days after issuance, with written notice stating the Contractor's intent not to ship the item (or items) called for and the reasons. Upon receiving this notice, the Government may acquire the supplies or services from another source.

(End of clause)

#### 52.216-22 INDEFINITE QUANTITY. (OCT 1995)

(a) This is an indefinite-quantity contract for the supplies or services specified, and effective for the period stated, in the Schedule. The quantities of supplies and services specified in the Schedule are estimates only and are not purchased by this contract.

(b) Delivery or performance shall be made only as authorized by orders issued in accordance with the Ordering clause. The Contractor shall furnish to the Government, when and if ordered, the supplies or services specified in the Schedule up to and including the quantity designated in the Schedule as the "maximum". The Government shall order at least the quantity of supplies or services designated in the Schedule as the "minimum".

(c) Except for any limitations on quantities in the Order Limitations clause or in the Schedule, there is no limit on the number of orders that may be issued. The Government may issue orders requiring delivery to multiple destinations or performance at multiple locations.

(d) Any order issued during the effective period of this contract and not completed within that period shall be completed by the Contractor within the time specified in the order. The contract shall govern the Contractor's and Government's rights and obligations with respect to that order to the same extent as if the order were completed during the contract's effective period; provided, that the Contractor shall not be required to make any deliveries under this contract after accepted delivery of the last line item under the final open delivery order.

(End of clause)

52.223-11 OZONE-DEPLETING SUBSTANCES (MAY 2001)

(a) Definition. Ozone-depleting substance, as used in this clause, means any substance the Environmental Protection Agency designates in 40 CFR part 82 as--

(1) Class I, including, but not limited to, chlorofluorocarbons, halons, carbon tetrachloride, and methyl chloroform; or

(2) Class II, including, but not limited to, hydrochlorofluorocarbons.

(b) The Contractor shall label products which contain or are manufactured with ozone-depleting substances in the manner and to the extent required by 42 U.S.C. 7671j (b), (c), and (d) and 40 CFR Part 82, Subpart E, as follows:

"WARNING: Contains (or manufactured with, if applicable), a substance(s) which harm(s) public health and environment by destroying ozone in the upper atmosphere."-----

The Contractor shall insert the name of the substance(s).

(End of clause)

52.252-2 CLAUSES INCORPORATED BY REFERENCE (FEB 1998)

This contract incorporates one or more clauses by reference, with the same force and effect as if they were given in full text. Upon request, the Contracting Officer will make their full text available. Also, the full text of a clause may be accessed electronically at this/these address(es):

<http://farsite.hill.af.mil>

(End of clause)

52.252-6 AUTHORIZED DEVIATIONS IN CLAUSES (APR 1984)

(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the date of the clause.

(b) The use in this solicitation or contract of any DFARS (48 CFR 2) clause with an authorized deviation is indicated by the addition of "(DEVIATION)" after the name of the regulation.

(End of clause)

252.204-7006 BILLING INSTRUCTIONS (OCT 2005)

When submitting a request for payment, the Contractor shall--



- (a) Identify the contract line item(s) on the payment request that reasonably reflect contract work performance; and
  - (b) Separately identify a payment amount for each contract line item included in the payment request.
- (End of clause)

#### 252.211-7003 ITEM UNIQUE IDENTIFICATION AND VALUATION (MAR 2016)

##### (a) Definitions. As used in this clause'

Automatic identification device means a device, such as a reader or interrogator, used to retrieve data encoded on machine-readable media.

Concatenated unique item identifier means--

(1) For items that are serialized within the enterprise identifier, the linking together of the unique identifier data elements in order of the issuing agency code, enterprise identifier, and unique serial number within the enterprise identifier; or

(2) For items that are serialized within the original part, lot, or batch number, the linking together of the unique identifier data elements in order of the issuing agency code; enterprise identifier; original part, lot, or batch number; and serial number within the original part, lot, or batch number.

Data Matrix means a two-dimensional matrix symbology, which is made up of square or, in some cases, round modules arranged within a perimeter finder pattern and uses the Error Checking and Correction 200 (ECC200) specification found within International Standards Organization (ISO)/International Electrotechnical Commission (IEC) 16022.

Data qualifier means a specified character (or string of characters) that immediately precedes a data field that defines the general category or intended use of the data that follows.

DoD recognized unique identification equivalent means a unique identification method that is in commercial use and has been recognized by DoD. All DoD recognized unique identification equivalents are listed at [http://www.acq.osd.mil/dpap/pdi/uid/iuid\\_equivalents.html](http://www.acq.osd.mil/dpap/pdi/uid/iuid_equivalents.html).

DoD item unique identification means a system of marking items delivered to DoD with unique item identifiers that have machine-readable data elements to distinguish an item from all other like and unlike items. For items that are serialized within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier and a unique serial number. For items that are serialized within the part, lot, or batch number within the enterprise identifier, the unique item identifier shall include the data elements of the enterprise identifier; the original part, lot, or batch number; and the serial number.

Enterprise means the entity (e.g., a manufacturer or vendor) responsible for assigning unique item identifiers to items.

Enterprise identifier means a code that is uniquely assigned to an enterprise by an issuing agency.

Government's unit acquisition cost means--

- (1) For fixed-price type line, subline, or exhibit line items, the unit price identified in the contract at the time of delivery;
- (2) For cost-type or undefinitized line, subline, or exhibit line items, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery; and
- (3) For items produced under a time-and-materials contract, the Contractor's estimated fully burdened unit cost to the Government at the time of delivery.

Issuing agency means an organization responsible for assigning a globally unique identifier to an enterprise, as indicated in the Register of Issuing Agency Codes for ISO/IEC 15459, located at [http://www.aimglobal.org/?Reg\\_Authority15459](http://www.aimglobal.org/?Reg_Authority15459).

Issuing agency code means a code that designates the registration (or controlling) authority for the enterprise identifier.

Item means a single hardware article or a single unit formed by a grouping of subassemblies, components, or constituent parts.

Lot or batch number means an identifying number assigned by the enterprise to a designated group of items, usually referred to as either a lot or a batch, all of which were manufactured under identical conditions.

Machine-readable means an automatic identification technology media, such as bar codes, contact memory buttons, radio frequency identification, or optical memory cards.

Original part number means a combination of numbers or letters assigned by the enterprise at item creation to a class of items with the same form, fit, function, and interface.

Parent item means the item assembly, intermediate component, or subassembly that has an embedded item with a unique item identifier or DoD recognized unique identification equivalent.

Serial number within the enterprise identifier means a combination of numbers, letters, or symbols assigned by the enterprise to an item that provides for the differentiation of that item from any other like and unlike item and is never used again within the enterprise.

Serial number within the part, lot, or batch number means a combination of numbers or letters assigned by the enterprise to an item that provides for the differentiation of that item from any other like item within a part, lot, or batch number assignment.

Serialization within the enterprise identifier means each item produced is assigned a serial number that is unique among all the tangible items produced by the enterprise and is never used again. The enterprise is responsible for ensuring unique serialization within the enterprise identifier.

Serialization within the part, lot, or batch number means each item of a particular part, lot, or batch number is assigned a unique serial number within that part, lot, or batch number assignment. The enterprise is responsible for ensuring unique serialization within the part, lot, or batch number within the enterprise identifier.

Type designation means a combination of letters and numerals assigned by the Government to a major end item, assembly or subassembly, as appropriate, to provide a convenient means of differentiating between items having the same basic name and to indicate modifications and changes thereto.

Unique item identifier means a set of data elements marked on items that is globally unique and unambiguous. The term includes a concatenated unique item identifier or a DoD recognized unique identification equivalent.

Unique item identifier type means a designator to indicate which method of uniquely identifying a part has been used. The current list of accepted unique item identifier types is maintained at [http://www.acq.osd.mil/dpap/pdi/uid/uii\\_types.html](http://www.acq.osd.mil/dpap/pdi/uid/uii_types.html).

(b) The Contractor shall deliver all items under a contract line, subline, or exhibit line item.

(c) Unique item identifier. (1) The Contractor shall provide a unique item identifier for the following:

(i) Delivered items for which the Government's unit acquisition cost is \$5,000 or more, except for the following line items:

Contract line, subline, or exhibit line item No.	Item description
.....	

(ii) Items for which the Government's unit acquisition cost is less than \$5,000 that are identified in the Schedule or the following table:

Contract line, subline, or exhibit line item No.	Item description
.....	

(If items are identified in the Schedule, insert "See Schedule" in this table.)

(iii) Subassemblies, components, and parts embedded within delivered items, items with warranty requirements, DoD serially managed reparables and DoD serially managed nonreparables as specified in Attachment Number ----.

(iv) Any item of special tooling or special test equipment as defined in FAR 2.101 that have been designated for preservation and storage for a Major Defense Acquisition Program as specified in Attachment Number ----.

(v) Any item not included in paragraphs (c)(1)(i), (ii), (iii), or

(iv) of this clause for which the contractor creates and marks a unique item identifier for traceability.

(2) The unique item identifier assignment and its component data element combination shall not be duplicated on any other item marked or registered in the DoD Item Unique Identification Registry by the contractor.

(3) The unique item identifier component data elements shall be marked on an item using two dimensional data matrix symbology that complies with ISO/IEC International Standard 16022, Information technology--International symbology specification--Data matrix; ECC200 data matrix specification.

(4) Data syntax and semantics of unique item identifiers. The Contractor shall ensure that--

(i) The data elements (except issuing agency code) of the unique item identifier are encoded within the data matrix symbol that is marked on the item using one of the following three types of data qualifiers, as determined by the Contractor:

(A) Application Identifiers (AIs) (Format Indicator 05 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(B) Data Identifiers (DIs) (Format Indicator 06 of ISO/IEC International Standard 15434), in accordance with ISO/IEC International Standard 15418, Information Technology--EAN/UCC Application Identifiers and Fact Data Identifiers and Maintenance and ANSI MH 10.8.2 Data Identifier and Application Identifier Standard.

(C) Text Element Identifiers (TEIs) (Format Indicator 12 of ISO/IEC International Standard 15434), in accordance with the Air Transport Association Common Support Data Dictionary; and

(ii) The encoded data elements of the unique item identifier conform to the transfer structure, syntax, and coding of messages and data formats specified for Format Indicators 05, 06, and 12 in ISO/IEC International Standard 15434, Information Technology-Transfer Syntax for High Capacity Automatic Data Capture Media.

(5) Unique item identifier.

(i) The Contractor shall--

(A) Determine whether to--

(1) Serialize within the enterprise identifier;

(2) Serialize within the part, lot, or batch number; or

(3) Use a DoD recognized unique identification equivalent (e.g. Vehicle Identification Number); and

(B) Place the data elements of the unique item identifier (enterprise identifier; serial number; DoD recognized unique identification equivalent; and for serialization within the part, lot, or batch number only: Original part, lot, or batch number) on items requiring marking by paragraph (c)(1) of this clause, based on the criteria provided in MIL-STD-130, Identification Marking of U.S. Military Property, latest version;

(C) Label shipments, storage containers and packages that contain uniquely identified items in accordance with the requirements of MIL-STD-129, Military Marking for Shipment and Storage, latest version; and

(D) Verify that the marks on items and labels on shipments, storage containers, and packages are machine readable and conform to the applicable standards. The contractor shall use an automatic identification technology device for this verification that has been programmed to the requirements of Appendix A, MIL-STD-130, latest version.

(ii) The issuing agency code--

(A) Shall not be placed on the item; and

(B) Shall be derived from the data qualifier for the enterprise identifier.

(d) For each item that requires item unique identification under paragraph (c)(1)(i), (ii), or (iv) of this clause or when item unique identification is provided under paragraph (c)(1)(v), in addition to the information provided as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the Contractor shall report at the time of delivery, as part of the Material Inspection and Receiving Report, the following information:

- (1) Unique item identifier.
- (2) Unique item identifier type.
- (3) Issuing agency code (if concatenated unique item identifier is used).
- (4) Enterprise identifier (if concatenated unique item identifier is used).
- (5) Original part number (if there is serialization within the original part number).
- (6) Lot or batch number (if there is serialization within the lot or batch number).
- (7) Current part number (optional and only if not the same as the original part number).
- (8) Current part number effective date (optional and only if current part number is used).
- (9) Serial number (if concatenated unique item identifier is used).
- (10) Government's unit acquisition cost.
- (11) Unit of measure.

(e) For embedded subassemblies, components, and parts that require DoD unique item identification under paragraph (c)(1)(iii) of this clause, the Contractor shall report as part of, or associated with, the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

- (1) Unique item identifier of the parent item under paragraph (c)(1) of this clause that contains the embedded subassembly, component, or part.
- (2) Unique item identifier of the embedded subassembly, component, or part.
- (3) Unique item identifier type.\*\*
- (4) Issuing agency code (if concatenated unique item identifier is used).\*\*
- (5) Enterprise identifier (if concatenated unique item identifier is used).\*\*
- (6) Original part number (if there is serialization within the original part number).\*\*
- (7) Lot or batch number (if there is serialization within the lot or batch number).\*\*
- (8) Current part number (optional and only if not the same as the original part number).\*\*

(9) Current part number effective date (optional and only if current part number is used).\*\*

(10) Serial number (if concatenated unique item identifier is used).\*\*

(11) Description.

(12) Type designation of the item as specified in the contract schedule, if any.

(13) Whether the item is an item of Special Tooling or Special Test Equipment.

(14) Whether the item is covered by a warranty.

\*\* Once per item.

(e) For embedded subassemblies, components, and parts that require DoD item unique identification under paragraph (c)(1)(iii) of this clause or when item unique identification is provided under paragraph (c)(1)(v), the Contractor shall report as part of the Material Inspection and Receiving Report specified elsewhere in this contract, the following information:

(f) The Contractor shall submit the information required by paragraphs (d) and (e) of this clause as follows:

(1) End items shall be reported using the receiving report capability in Wide Area WorkFlow (WAWF) in accordance with the clause at 252.232-7003. If WAWF is not required by this contract, and the contractor is not using WAWF, follow the procedures at <http://dodprocurementtoolbox.com/site/uidregistry/>.

(2) Embedded items shall be reported by one of the following methods--

(i) Use of the embedded items capability in WAWF;

(ii) Direct data submission to the IUID Registry following the procedures and formats at <http://dodprocurementtoolbox.com/site/uidregistry/>; or

(iii) Via WAWF as a deliverable attachment for exhibit line item number (fill in) ----, Unique Item Identifier Report for Embedded Items, Contract Data Requirements List, DD Form 1423.

(g) Subcontracts. If the Contractor acquires by contract any items for which item unique identification is required in accordance with paragraph (c)(1) of this clause, the Contractor shall include this clause, including this paragraph (g), in the applicable subcontract(s), including subcontracts for commercial items.

(End of clause)

#### 252.216-7006 ORDERING (MAY 2011)

(a) Any supplies and services to be furnished under this contract shall be ordered by issuance of delivery orders or task orders by the individuals or activities designated in the contract schedule. Such orders may be issued from effective date of award through five years after effective date of award.

(b) All delivery orders or task orders are subject to the terms and conditions of this contract. In the event of conflict between a delivery order or task order and this contract, the contract shall control.

(c)(1) If issued electronically, the order is considered "issued" when a copy has been posted to the Electronic Document Access system, and notice has been sent to the Contractor.

(2) If mailed or transmitted by facsimile, a delivery order or task order is considered "issued" when the Government deposits the order in the mail or transmits by facsimile. Mailing includes transmittal by U.S. mail or private delivery services.

(3) Orders may be issued orally only if authorized in the schedule.

(End of Clause)

#### 252.225-7048 EXPORT-CONTROLLED ITEMS (JUNE 2013)

(a) Definition. "Export-controlled items," as used in this clause, means items subject to the Export Administration Regulations (EAR) (15 CFR Parts 730-774) or the International Traffic in Arms Regulations (ITAR) (22 CFR Parts 120-130). The term includes--

(1) "Defense items," defined in the Arms Export Control Act, 22 U.S.C. 2778(j)(4)(A), as defense articles, defense services, and related technical data, and further defined in the ITAR, 22 CFR Part 120; and

(2) "Items," defined in the EAR as "commodities", "software", and "technology," terms that are also defined in the EAR, 15 CFR 772.1.

(b) The Contractor shall comply with all applicable laws and regulations regarding export-controlled items, including, but not limited to, the requirement for contractors to register with the Department of State in accordance with the ITAR. The Contractor shall consult with the Department of State regarding any questions relating to compliance with the ITAR and shall consult with the Department of Commerce regarding any questions relating to compliance with the EAR.

(c) The Contractor's responsibility to comply with all applicable laws and regulations regarding export-controlled items exists independent of, and is not established or limited by, the information provided by this clause.

(d) Nothing in the terms of this contract adds, changes, supersedes, or waives any of the requirements of applicable Federal laws, Executive orders, and regulations, including but not limited to—

(1) The Export Administration Act of 1979, as amended (50 U.S.C. App. 2401, et seq.);

(2) The Arms Export Control Act (22 U.S.C. 2751, et seq.);

(3) The International Emergency Economic Powers Act (50 U.S.C. 1701, et seq.);

(4) The Export Administration Regulations (15 CFR Parts 730-774);

(5) The International Traffic in Arms Regulations (22 CFR Parts 120-130); and

(6) Executive Order 13222, as extended.

(e) The Contractor shall include the substance of this clause, including this paragraph (e), in all subcontracts.

(End of clause)



## Section J - List of Documents, Exhibits and Other Attachments

## CLAUSES INCORPORATED BY FULL TEXT

**HQ J-2-0002 STANDARD LANGUAGE FOR CONTRACTS**

The following document(s), exhibit(s), and other attachment(s) form a part of this contract:

DOCUMENT TYPE	DESCRIPTION	PAGES	DATE
Exhibit A	Contract Data Requirements List (CDRL) A001 Engineering Drawings, Developmental Design Drawings/Models and Associated Lists – Phase I & II	1 - 2	26 APR 2016
	A002 Contractor's Progress Status and Management Report – Phase I & II	1 - 2	26 APR 2016
	A003 EMD Test Plan – Phase I	1 - 2	26 APR 2016
	A004 EMD Test Procedures – Phase I	1 - 2	26 APR 2016
	A005 EMD Test/Inspection Report – Phase I	1 - 2	26 APR 2016
	A006 LRIP Test Plan – Phase II	1 - 2	26 APR 2016
	A007 LRIP Test Procedures – Phase II	1 - 2	26 APR 2016
	A008 LRIP Test/Inspection Report – Phase II	1 - 2	26 APR 2016
	A009 PAT Test Plan – Phase II	1 - 2	26 APR 2016
	A010 PAT Test Procedures – Phase II	1 - 2	26 APR 2016
	A011 PAT Test/Inspection Report – Phase II	1 - 2	26 APR 2016
	A012 Configuration Status Accounting Information – Phase I & II	1 - 2	26 APR 2016
	A013 Notice of Revision (NOR) – Phase II	1 - 2	26 APR 2016
	A014 Request for Variance(RFV) – Phase II	1 - 2	26 APR 2016
	A015 Engineering Change Proposal (ECP) – Phase II	1 - 2	26 APR 2016
	A016 Proposed Spare Parts List – Phase II	1 - 2	26 APR 2016
	A017 Safety Assessment Report (SAR) – Phase I & II	1 - 2	26 APR 2016
	A018 Report, Record of Meetings/Minutes – Phase I & II	1 - 2	26 APR 2016
	A019 Systems Engineering Management Plan (SEMP) – Phase I & II	1 - 2	26 APR 2016
	A020 Risk Management-Mitigation Plan – Phase I & II	1 - 2	26 APR 2016
	A021 Reliability Program Plan – Phase I & II	1 - 2	26 APR 2016
	A022 Integrated Master Schedule – Phase I & II	1 - 2	26 APR 2016
	A023 Failure Summary and Analysis Report – Phase II	1 - 2	26 APR 2016
	A024 Commercial Off-The-Shelf (COTS) Manual and Assoc Supp Data – Phase II	1 - 2	26 APR 2016
	A025 Data Accession List	1 - 2	26 APR 2016
Exhibit B	Statement of Work (SOW) Rev 1	1 - 24	30 NOV 2015
Exhibit C	Performance Specification (PS) Rev 3	1 - 20	04 MAY 2016
Exhibit D	Requisitioned Government Furnished Property (RGFP)	TBD	TBD
Attachment 01	N2 Subcontracting Plan SBP N20001A	1 - 12	15 MAR 2016
Attachment 02	N2 Proposal N2IS-15-21	1 - 900	30 DEC 2015
Attachment 03	N2 Final Proposal Revision	1 - 98	29 MAR 2016

Note: Exhibit D RGFP will be completed and provided as required on individual delivery orders.



**DOCUMENT (2)**

**ELECTRO-OPTIC TECHNOLOGY DIVISION  
MARITIME EO SYSTEMS  
CODE JXQQ**

**STATEMENT OF WORK  
FOR CREW SERVED DAY/NIGHT  
M2HB/M2A1 WEAPON SIGHT (M2WS)**



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## **1.0 INTRODUCTION**

### **1.1 Scope**

The Statement of Work (SOW) defines the tasks the contractor shall perform during the Engineering and Manufacturing Development (EMD), Low Rate Initial Production (LRIP), and production efforts for the crew served day/night M2HB/M2A1 Weapon Sight (M2WS). The M2WS shall be a lightweight, self-contained, battery operated, multi-sensor system for surveillance and target acquisition during all light levels and limited visibility scenarios. This SOW provides directives for EMD, procurement, test, configuration management, configuration identification base line requirements, integrated logistics support, reliability/maintainability, warranty repairs, non-warranty repairs of repairable systems, acceptance test plan, test procedures, training support, technical data, supply support, monthly status reports, and data deliverables for the M2WS.

### **1.2 Background**

This acquisition will develop and demonstrate technologies vital to successful production and fielding of the M2WS for various Navy activities. Naval employment of the M2WS encompasses a wide range of harsh environments and platforms in blue to green and brown water environments, as well as stationary and mobile ground operations.

## **2.0 REFERENCES**

The following specifications and standards form a part of this SOW to the extent specified herein. Unless otherwise specified, the issues of these documents are those listed in the latest issue of the Department of Defense Index of Specifications and Standards (DODISS) and supplement there to.

### **2.1 Product Description**

PS/15/JXQQ/139	Performance Specification for Navy M2HB/M2A1 Crew Served Weapon Sight
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### **2.2 Military Standards and Handbooks**

MIL-HDBK-61A	Configuration Management Guidance, 7 Feb 2001
MIL-PRF-32216A	Evaluation of Commercial Off-the-Shelf (COTS) Manuals, dated 12 August 2011
MIL-STD-130N	Department of Defense Standard Practice Identification Marking of U. S. Military Property dated 2 December 2005
MIL-HDBK-2155	Failure Reporting, Analysis, and Corrective Action System, 11 Dec 1995



## 2.3 Other Publications

SAE/EIA-649-B	Configuration Management Standard, 20 November 2014
SAE/GEIA-STD-0009	Reliability Program Standard for Design, Development and Manufacturing, 01 August 2008
ASME Y14.5M-2009	Dimensioning and Tolerancing
DRMS Form 1930	Hazardous Waste Profile Sheet

## 2.4 Order of Precedence

In the event of a conflict between the text of this document and the M2WS Performance Specification, the text of this document takes lesser precedence. In the event of a conflict between the text of this document and Military and other publications cited herein, the text of this document takes precedence. Nothing in this document supersedes applicable Federal, State or Local Laws and regulations unless a specific exemption has been obtained.

## 2.5 Abbreviations and Acronyms

Table 1: Abbreviations and Acronyms

CDR	Critical Design Review
CDRL	Contract Data Requirements List
CLS	Contractor Logistics Support
CM	Configuration Management
DODISS	Department of Defense Index of Specifications and Standards
EMD	Engineering and Manufacturing Development
FRACAS	Failure Reporting, Analysis and Corrective Action System
HSI	Human Systems Integration
IAW	in accordance with
LRIP	Low-rate Initial Production
M2WS	M2HB/M2A1 Weapon Sight
NECC	Navy Expeditionary Combat Command
OT&E	Operational Test and Evaluation
PAC	Post Award Conference
PBL	Product Baseline
PDR	Preliminary Design Review
PS	Performance Specification
RDT&E	Research, Development, Test, and Evaluation
SE	Systems Engineering
SEMP	Systems Engineering Management Plan
SOW	Statement of Work

### **3.0 REQUIREMENTS**

#### **3.1 General**

The Contractor shall provide EMD, LRIP and production systems in accordance with (IAW) this SOW and the requirements contained in the performance specification reference identified in paragraph 2.1 referred herein as Performance Specification (PS).

#### **3.2 Systems Engineering**

The objective of systems engineering under this contract is to ensure the Contractor successfully integrates the required, and optional proposed, sensors and components through an interdisciplinary engineering management process that produces an integrated, life-cycle balanced system that satisfies all the requirements of this contract.

##### **3.2.1 Systems Engineering Management Plan**

The Contractor shall prepare an integrated Systems Engineering Management Plan (SEMP) that describes the Contractor's processes and resources to incorporate Systems Engineering (SE) practices to build, test, deliver, and support the M2WS throughout the contract. The SEMF will address, as a minimum, for the system and components/sub-components: Reliability, Maintainability/Supportability, Chemical, Biological, Radiological, and Nuclear (CBRN), Electromagnetic Interference (EMI), Audibility, Safety/Environmental, Human Systems Integration (HSI), Producibility, Quality & Test, and Training. The Contractor's initial SEMF shall be delivered at EMD Preliminary Design Review (PDR). The Contractor shall prepare and submit an updated SEMF at the Critical Design Review (CDR), Test Readiness Review (TRR) and Production Readiness Review (PRR). The SEMF will be updated during LRIP at the PDR, CDR, TRR and PRR, if the option is awarded. (CDRL A019 Systems Engineering Management Plan)

#### **3.3 Post Award Conference**

The Contractor shall host a Post Award Conference (PAC) within 20 working days after contract award of both Phase I and Phase II. This conference will be held at the contractor's facility. A copyright release letter shall be provided to authorize the Government unconditional rights to reproduce and use the submitted contract information for official Government business use. An exact date for the PAC shall be mutually agreed upon at contract signing. The PAC shall ensure there is a mutual understanding of the terms, conditions, requirements and risks among all parties responsible for the management and performance of the contract. The PAC shall address the following items, as a minimum:

- a) Contract terms, conditions, and requirements understood
- b) Preliminary configuration management plan provided
- c) Preliminary risk identification, analysis and mitigation plan provided
- d) Preliminary program schedule provided
- e) Preliminary program management personnel and facility resources defined

- f) The Contractor shall provide meeting minutes which summarizes the PAC and includes presentation material along with tracking of all action items and their status. (CDRL A018 Report, Record of Meeting Minutes).

### **3.4 PHASE I – ENGINEERING AND MANUFACTURING DEVELOPMENT (EMD)**

#### **3.4.1 Phase I – EMD Preliminary Design Tasks and Reviews**

The Contractor shall perform an analysis to determine the device's packaging design, Human Systems Integration (HSI) design, hardware design, firmware design and software design. The analysis shall identify the product's conceptual approach and timeline to meet the performance requirements, excluding environmental, identified in the M2WS PS. The Contractor shall host a Preliminary Design Review (PDR) within 75 days of contract award.

3.4.1.1 Phase I – EMD Preliminary Design Review Exit Criteria. The Contractor shall address the following during the PDR, as a minimum:

- a) Define system architecture and components that details the allocation of system requirements to each configuration item and how they satisfy the performance requirements (CDRL A001 Engineering Drawings/Models and Associated Lists, CDRL A012 Configuration Status Accounting, CDRL A019 Systems Engineering Management Plan)
- b) Detailed program schedule (technical, cost, risk) is provided (CDRL A022 Integrated Master Schedule)
- c) Identify program risks and establish risk mitigation for each identified item (CDRL A020 Risk Management/Mitigation Plan)
- d) Test plans are drafted including a traceability of requirements to testing and all required test equipment is identified (CDRL A003 Test Plan)
- e) System safety is addressed (CDRL A017 Safety Assessment Report (SAR))
- f) Program management team and facilities utilized have been defined and are adequate
- g) Summarize status of the reliability and maintainability design activities (CDRL A021 Reliability Program Plan)
- h) Functional and system allocated baselines are defined, documented, complete and satisfies performance requirements to allow the system design to proceed in accordance with configuration management guidelines
- i) Human systems integration design factors have been addressed in overall system design
- j) Preliminary Systems Engineering Management Plan provided (CDRL A019 Systems Engineering Management Plan)
- k) All CDRLs due have been delivered
- l) The Contractor shall provide meeting minutes which summarizes the PDR and includes presentation material along with tracking of all action items and their status. (CDRL A018 Report, Record of Meeting Minutes).

#### **3.4.2 Phase I – EMD Detailed Design Tasks and Reviews**

The Contractor shall develop detailed designs that meet all requirements identified in the

M2WS PS. The Contractor shall host a Critical Design Review (CDR) within 180 days of contract award.

3.4.2.1 Phase I – EMD Critical Design Review (CDR) Exit Criteria. The Contractor shall address the following during the CDR, as a minimum:

- a) Detailed design which identifies hardware, firmware and software which satisfies system requirements is completed. The Contractor shall document, maintain, and provide development design drawings/models and associated lists for review (CDRL A001 Engineering Drawings/Models and Associated Lists, CDRL A012)
- b) Configuration Status Accounting, CDRL A019 Systems Engineering Management Plan)
- c) Detailed program schedule (technical, cost, risk) is provided (CDRL A022 Integrated Master Schedule)
- d) Identify program risks and establish risk mitigation for each identified item (CDRL A020 Risk Management/Mitigation Plan)
- e) Safety report is completed (CDRL A017 Safety Assessment Report (SAR)) including precious metals and hazardous materials content
- f) Update status of the reliability and maintainability design activities (CDRL A021 Reliability Program Plan)
- g) Human systems integration design factors have been refined in overall system design
- h) Systems Engineering Management Plan provided (CDRL A019 Systems Engineering Management Plan)
- i) All CDRLs due have been delivered
- j) The Contractor shall provide meeting minutes which summarizes the CDR and includes presentation material along with tracking of all action items and their status. (CDRL A018 Report, Record of Meeting Minutes).

### **3.4.3 Phase I – EMD Test Readiness Tasks and Reviews**

Prior to the start of EMD testing the Contractor shall prepare for and host a Test Readiness Review (TRR) to assess testing scope, objectives, methods and procedures, safety, and verify required test resources have been properly identified and coordinated to support planned tests. The Contractor shall host the TRR no later than 60 days before the start of testing. At the TRR, the Contractor shall provide documentation of the traceability of planned tests to program specifications and determine the completeness of test procedures and their compliance with test plans and descriptions. The Contractor shall provide evidence to assess the system for development maturity, cost/schedule effectiveness, and risk to determine readiness to proceed to formal testing.

3.4.3.1 Phase I – EMD Test Readiness Review (TRR) Exit Criteria. The Contractor shall address the following during the TRR, as a minimum:

- a) Updated test plans and test procedures are completed including a traceability of requirements to testing and all required test equipment is identified (CDRL A003 EMD Test Plan, A004 EMD Test Procedures)
- b) Provide test/inspection data on subsystem and components verifying that the

requirements in the Systems Engineering Management Plan have been met for those items

- c) Risks and mitigation actions identified in the Risk Management/Mitigation Plan are acceptable (CDRL A020 Risk Management/Mitigation Plan)
- d) Update status of the reliability and maintainability design activities (CDRL A021 Reliability Program Plan)
- e) Configuration of the systems under test has been identified; both hardware and software, and all units under test are of the same configuration
- f) All action items from previous technical and design reviews have been resolved and closed.
- g) The Contractor shall provide meeting minutes which summarizes the TRR and includes presentation material along with tracking of all action items and their status. (CDRL A018 Report, Record of Meeting Minutes).

#### **3.4.4 Phase I – EMD Production Readiness Tasks and Reviews**

The EMD Production Readiness Review (PRR) is to determine if the current state of the Contractor's manufacturing processes, quality management system, and production planning (i.e., facilities, tooling and test equipment capacity, personnel development and certification, process documentation, inventory management, supplier management, etc.) are adequate for supporting a Phase II LRIP decision.

3.4.4.1 Phase I – EMD Production Readiness Review (PRR) Exit Criteria. The Contractor shall address the following during the PRR, as a minimum:

- a) Supply chain is stable and adequate to support planned LRIP.
- b) Product acceptance system, including acceptance test procedures and associated equipment, has been validated and put under configuration control.
- c) Delivery schedule is executable (technical/cost risks and long lead items are available)
- d) System product baseline is stable and under proper configuration control to enable hardware fabrication in low-rate production.
- e) Technologies are mature and proven in operational environments.
- f) The Contractor shall provide meeting minutes which summarizes the PRR and includes presentation material along with tracking of all action items and their status. (CDRL A018 Report, Record of Meeting Minutes).

#### **3.4.5 Phase I – EMD Prototype Production and Delivery**

The Contractor shall produce and provide two (2) prototype units of the M2WS which meets all contractual requirements with the exception of environmental requirements of paragraph 3.9 of the M2WS PS.

### **3.5 PHASE II – INDEFINITE DELIVERY INDEFINITE QUANTITY (IDIQ) PRODUCTION**

#### **3.5.1 PHASE II – Low Rate Initial Production (LRIP)**

Phase II will be the production phase. A quantity of six (6) units shall be produced as part of the Low Rate Initial Production (LRIP). The Contractor shall perform system Inspections and Tests including environmental testing of paragraph 3.9 of the M2WS PS utilizing two of the LRIP units to verify compliance with all contract and performance specifications. The other 4 LRIP units will be provided to the government for Developmental Testing (DT) and Operational Test and Evaluation (OT&E). As a result of the DT/OT&E of the LRIP systems, the Government may request minor modifications to the systems prior to delivery of the production systems. The minor modifications negotiated shall re-establish the system product baseline for the production systems.

### **3.5.2 Phase II – LRIP Preliminary Design Tasks and Reviews**

The Contractor shall perform an analysis to determine the device's packaging design, Human Systems Integration (HSI) design, hardware design, firmware design and software design. The analysis shall identify the product's conceptual approach and timeline to meet the performance and environmental requirements identified in the M2WS PS. The Contractor shall host a Preliminary Design Review (PDR) within 30 days of phase II contract award.

3.5.2.1 Phase II – LRIP Preliminary Design Review Exit Criteria. The Contractor shall address the following during the PDR, as a minimum:

- a) Define system architecture and components that details the allocation of system requirements to each configuration item and how they satisfy the performance requirements (CDRL A001 Engineering Drawings/Models and Associated Lists, CDRL A012 Configuration Status Accounting, CDRL A019 Systems Engineering Management Plan)
- b) Detailed program schedule (technical, cost, risk) is provided (CDRL A022 Integrated Master Schedule)
- c) Identify program risks and establish risk mitigation for each identified item (CDRL A020 Risk Management/Mitigation Plan)
- d) Test plans are drafted including a traceability of requirements to testing and all required test equipment is identified (CDRL A006 LRIP Test Plan)
- e) System safety is addressed (CDRL A017 Safety Assessment Report (SAR))
- f) Program management team and facilities utilized have been defined and are adequate
- g) Summarize status of the reliability and maintainability design activities (CDRL A021 Reliability Program Plan)
- h) Initial system product baseline is defined, documented, complete and satisfies performance requirements to allow the system design to proceed in accordance with configuration management guidelines
- i) Human systems integration design factors have been addressed in overall system design
- j) Updated Systems Engineering Management Plan provided (CDRL A019 Systems Engineering Management Plan)
- k) All CDRLs due have been delivered
- l) The Contractor shall provide meeting minutes which summarizes the PDR and includes presentation material along with tracking of all action items and their

status. (CDRL A018 Report, Record of Meeting Minutes)

### **3.5.3 Phase II – LRIP Detailed Design Tasks and Reviews**

The Contractor shall develop detailed designs that meet all requirements identified in the M2WS PS. The Contractor shall host a Critical Design Review (CDR) within 90 days of phase II contract award.

3.5.3.1 Phase II – LRIP Critical Design Review (CDR) Exit Criteria. The Contractor shall address the following during the CDR, as a minimum:

- a) Detailed design which identifies hardware, firmware and software which satisfies system requirements is completed. The Contractor shall document, maintain, and provide development design drawings/models and associated lists for review (CDRL A001 Engineering Drawings/Models and Associated Lists, CDRL A012 Configuration Status Accounting, CDRL A019 Systems Engineering Management Plan)
- b) Detailed program schedule (technical, cost, risk) is provided (CDRL A022 Integrated Master Schedule)
- c) Update program risks and establish risk mitigation for each identified item (CDRL A020 Risk Management/Mitigation Plan)
- d) Updated safety report is completed (CDRL A017 Safety Assessment Report (SAR)) including precious metals and hazardous materials content
- e) Update status of the reliability and maintainability design activities (CDRL A021 Reliability Program Plan)
- f) Human systems integration design factors have been refined in overall system design
- g) Systems Engineering Management Plan provided (CDRL A019 Systems Engineering Management Plan)
- h) All CDRLs due have been delivered
- i) The Contractor shall provide meeting minutes which summarizes the CDR and includes presentation material along with tracking of all action items and their status. (CDRL A018 Report, Record of Meeting Minutes)

### **3.5.4 Phase II – LRIP Test Readiness Tasks and Reviews**

Prior to the start of LRIP testing the Contractor shall prepare for and host a Test Readiness Review (TRR) to assess testing scope, objectives, methods and procedures, safety, and verify required test resources have been properly identified and coordinated to support planned tests. The Contractor shall host the TRR no later than 30 days before the start of testing. At the TRR, the Contractor shall provide documentation of the traceability of planned tests to program specifications and determine the completeness of test procedures and their compliance with test plans and descriptions. The Contractor shall provide evidence to assess the system for development maturity, cost/schedule effectiveness, and risk to determine readiness to proceed to formal testing.

**3.5.4.1 Phase II – LRIP Test Readiness Review (TRR) Exit Criteria.** The Contractor shall address the following during the TRR, as a minimum:

- a) Updated test plans and test procedures are completed and approved including a traceability of requirements to testing and all required test equipment is identified (CDRL A006 LRIP Test Plan, A007 LRIP Test Procedures)
- b) Provide test/inspection data on subsystem and components verifying that the requirements in the Systems Engineering Management Plan have been met for those items
- c) Risks and mitigation actions identified in the Risk Management/Mitigation Plan are acceptable (CDRL A020 Risk Management/Mitigation Plan)
- d) Update status of the reliability and maintainability design activities (CDRL A021 Reliability Program Plan)
- e) Configuration of the systems under test has been identified; both hardware and software, and all units under test are of the same configuration
- f) All action items from previous technical and design reviews have been resolved and closed.
- g) The Contractor shall provide meeting minutes which summarizes the TRR and includes presentation material along with tracking of all action items and their status. (CDRL A018 Report, Record of Meeting Minutes).

### **3.5.5 Phase II – LRIP Production Readiness Tasks and Reviews**

The LRIP Production Readiness Review (PRR) is to determine if the current state of the Contractor's manufacturing processes, quality management system, and production planning (i.e., facilities, tooling and test equipment capacity, personnel development and certification, process documentation, inventory management, supplier management, etc.) are adequate for supporting a Phase II full rate production decision.

**3.5.5.1 Phase II – LRIP Production Readiness Review (PRR) Exit Criteria.** The Contractor shall address the following during the PRR, as a minimum:

- a) System design is ready for production.
- b) There are no unacceptable production risks (cost, schedule, performance) for prime and subcontractors.
- c) The system product baseline is established, documented and frozen.
- d) Adequate processes and metrics are established for the program to succeed.
- e) Required tooling, test equipment, assembly documentation, operator training is in place or identified, and is available to meet planned rate production schedules. Identification of calibration cycles and processes for equipment and test equipment parameters to include their tolerances or min/max values that are included in the calibration process and their relationship to performance parameters.
- f) Status of material to support full rate production (on hand, on order, delivery schedules, etc.) is adequate.
- g) Production layout and flow analysis, demonstrated through Contractor led Physical Configuration Audit.
- h) The Contractor shall provide meeting minutes which summarizes the PRR and includes presentation material along with tracking of all action items and their



status. (CDRL A018 Report, Record of Meeting Minutes).

### **3.5.6 Phase II – LRIP Production and Delivery**

The Contractor shall produce and deliver six (6) LRIP units of the M2WS which meets all contractual and performance requirements.

### **3.5.7 PHASE II – Full Rate Production**

The final production system design shall incorporate refinements as agreed to with the Government. These refinements may include, but are not limited to: advanced packaging, human system integration improvements, advanced algorithms and display technology; and improved sensors. The Phase II design shall incorporate any necessary refinements to meet the full range of weapon shock profile requirements and environmental conditions. The Contractor's initial production delivery schedule shall meet the contract requirements.

The Contractor shall provide Food and Drug Administration (FDA) certification per 21 CFR 1040.10 with each delivered system.

The Navy LSRB may evaluate the system for compliance with ANSI Z136.1 in accordance with OPNAVINST 5100.27B. The Contractor shall support the Government by furnishing the technical data and FDA registration information to the LSRB as required. Any product change recommended as a result of the LSRB evaluation will be supported by the Contractor.

A Certificate of Conformance shall be submitted providing the total amounts in grams and microcuries of Thorium or other source materials as covered in Title 10, Code of Federal Regulations (CFR), Part 20 and Part 40. Material Safety Data Sheets shall be provided for the M2WS for the radioactive material used in accordance with 29 CFR 1910.1200(g).

## **3.6 QUALITY, INSPECTION AND TEST**

### **3.6.1 Quality Program**

The Contractor shall establish, implement, document and maintain a quality system that ensures conformance to contractual requirements and meets the requirements of ANSI/ISO/ASQ(E) Q9001, or an equivalent quality system model during performance of this contract.

### **3.6.2 Inspection Programs**

Inspections shall be classified as initial production test (IPT) inspections and full rate production acceptance test (PAT) inspections. IPT inspections shall be performed on the two (2) EMD systems and the six (6) LRIP systems IAW the applicable contractor developed and government approved IPT plan. Production acceptance test inspections shall be performed on all full rate production systems prior to being delivered to the procuring activity IAW the contractor developed and government approved PAT plan.

### 3.6.2.1 IPT Plan

The contractor shall provide an IPT plan for the EMD systems that, upon being conducted, shall verify that the system design, materials, software, firmware and manufacturing processes meet all of the requirements of this contract and its associated performance specification, excluding the environmental requirements of paragraph 3.9. (CDRL A003 EMD Test Plan)

The contractor shall provide an IPT plan for the LRIP systems that, upon being conducted, shall verify that the system design, materials, software, firmware and manufacturing processes meet all of the requirements of this contract and its associated performance specification, including the environmental requirements of paragraph 3.9. (CDRL A006 LRIP Test Plan)

#### 3.6.2.1.1 Conduct IPT Inspections

The contractor shall perform IPT inspections IAW the requirements of the associated performance specification and the contractor prepared, Government approved EMD and LRIP inspection procedures. IPT inspections shall be conducted on the two (2) EMD systems and the six (6) LRIP systems. The procuring activity shall be notified at least ten (10) working days prior to the start of IPT inspections and be provided with the testing schedule and start date. Personnel from the procuring activity, or their designated representatives, may witness any testing and/or review any previous production test data. (CDRL A004 EMD Test Procedure, CDRL A007 LRIP Test Procedure)

#### 3.6.2.1.2 Reporting/Failure Analysis

The contractor shall prepare and submit an IPT test report for the EMD systems tested that details all tests conducted and results. Included in the IPT report shall be failure analysis reports for each system and component that fails during IPT inspections. (A005 EMD Test/Inspection Report)

The contractor shall prepare and submit an IPT test report for the LRIP systems tested that details all tests conducted and results. Included in the IPT report shall be failure analysis reports for each system and component that fails during IPT inspections. (A008 LRIP Test/Inspection Report)

### 3.6.2.2 Production Acceptance Test Plan

The contractor shall prepare and provide a production acceptance test (PAT) plan for the system identified in paragraph 3.1 that, upon being conducted, shall demonstrate that all corresponding systems built in the lot and being delivered to the Government for the production period conform to all the requirements of this contract and its associated performance specification. (CDRL A009 Production Acceptance Test Plan)

#### 3.6.2.2.1 Conduct Production Acceptance Test Inspections

The contractor shall perform PAT inspections IAW the requirements of the associated

performance specification and the Contractor prepared and Government approved PAT procedures. (CDRL A010 Production Acceptance Test Procedure)

#### **3.6.2.2.2 Reporting/Failure Analysis**

The contractor shall provide a failure analysis report for each item that fails during PAT inspections. (A011 Production Acceptance Test/Inspection Report)

### **3.7 PROGRAM SUPPORT**

#### **3.7.1 Program Management**

The Contractor shall manage all aspects of the contract with respect to cost, schedule, system design, development, fabrication, engineering, configuration management, risk management, test, and technical performance. The Contractor shall provide timely programmatic, schedule and performance information to the Government throughout the life of the contract. The Contractor shall maintain a program management structure with a single point of contact for program oversight. The Contractor shall perform administrative, technical, business, and financial management functions during the course of this effort to include organizing, directing, and controlling actions, reporting status, recommending solutions, and resolving issues to ensure the successful execution of efforts needed to achieve contract objectives.

#### **3.7.2 Monthly Status and Progress Reports**

The Contractor shall submit Monthly Status Reports which provide detailed status for the reporting period and overall contract. The report shall include, at a minimum, status made against project milestones, summary of testing conducted, summary of test failures, discussion of problem areas with recommendations, technical changes needed to meet performance requirements, significant changes to management team personnel, update of project schedule, planned activities for the next reporting period, and any deviation from the planned accomplishments shall be addressed. (CDRL A002 Contractor's Progress, Status and Management Report)

#### **3.7.3 Program Reviews**

The Contractor shall coordinate all program reviews, meetings, and design reviews with the Government technical point of contact at a mutually agreed time and location at least ten calendar days in advance. The Contractor shall provide program support consisting of: (a) coordinating schedules for meetings; (b) ensuring adequate facilities; (c) preparing agendas, (d) preparing briefing materials; (e) participation in the meeting, which may include but is not limited to presentations and briefings; (f) design reviews and/or (g) developing and providing meeting minutes as required in support of the Program. (CDRL A018 Report, Record of Meetings/Minutes)

#### **3.7.4 Integrated Product Team (IPT)**

An IPT will be established by the Government to include Government representatives,

Government acquisition and logistical support contractors, representatives from the NECC, NSWCC Crane and the Contractor, throughout the life of the contract. The Contractor shall participate and attend IPT meetings at the direction of the Government. A maximum of three IPT meetings will be held per year at NSWCC Crane, the Contractor's facility or via phone con. The IPT will provide the flexibility to adopt improved processes that increase system performance and reliability/availability, improve/insert new technology, increase efficiency and system supportability. The overall objective is to lower total life cycle ownership cost of the M2WS. Group size shall be optimized for efficiency in communication and coordination. The IPT meetings can be held concurrently with other program reviews.

### **3.7.5 Integrated Master Schedule**

The Contractor shall develop and maintain an Integrated Master Schedule (IMS) that is event based and consists of a hierarchy of project events, with each event being supported by specific accomplishments, and each accomplishment associated with specific criteria to be satisfied for its completion. The IMS shall provide sufficient definition to track the step-by-step completion of the required accomplishments for each event and demonstrate satisfaction of the completion criteria for each accomplishment. The schedule must identify the interdependencies between elements at the level appropriate for efficient program management. The IMS must include Contractor, Subcontractor, and Government activities (e.g., Government led verification and testing events). (CDRL A022 Integrated Master Schedule)

## **3.8 RELIABILITY, MAINTAINABILITY, and AVAILABILITY**

### **3.8.1 Failure Reporting, Analysis and Corrective Action System (FRACAS)**

The Contractor shall establish a FRACAS program in accordance with MIL-HDBK-2155 and SAE/GEIA-STD-0009 for equipment and process reliability improvement that includes requirements for reporting, analyzing, and correcting system failures. The Contractor shall analyze the cause of each failure (both relevant and non-relevant) that occurs during all phases of equipment testing of Warranty & Non-Warranty Returns/Repairs). The Contractor shall identify pattern failures. The Contractor shall analyze these failures and implement corrective action to prevent or reduce the probability of failure recurrence. The Contractor shall have a mechanism in place to collect and report field product performance, problems, failures, and shall implement an effective cause and corrective action system. (CDRL A023 Failure Summary and Analysis Report)

### **3.8.2 Field Failure Summary Analysis and Corrective Action Reporting**

The Contractor shall have an established closed loop failure reporting system, procedures for analysis of failures to determine cause, and documentation for recording corrective action taken. The Contractor's existing data collection, analysis, reporting and corrective action system shall be used for field failure reporting. Failure data shall be isolated to the lowest replaceable unit (LRU) assembly or component. The Contractor shall provide a Failure Summary Analysis Report for each system repaired or replaced under warranty and non-warranty repairs. (CDRL A023 Failure Summary and Analysis Report)

### **3.8.3 Performance**

The Contractor shall notify the Government immediately after identification of performance related data that would both positively and negatively impact the reliability, maintainability, availability, and/or supportability of the M2WS System. The Government reserves the rights to test, validate, verify, and/or certify all of the performance parameters to verify compliance with the PS.

## **3.9 CONFIGURATION MANAGEMENT (CM)**

The Contractor shall implement a CM control system IAW SAE/EIA-649B and MIL-HDBK-61A as a guideline. The CM program shall be in place for the life of the contract. The Contractor's CM program shall provide configuration identification, configuration control, and configuration status accounting of all new and/or modified hardware, firmware, software, and documentation. The CM program shall address the Contractor's procedures for CM, configuration reviews, and preparation, review and processing of Requests for Deviations and Waivers and Engineering Changes.

### **3.9.1 Baselines**

The PBL for the M2WS shall be established prior to the start of full rate production, which may include minor modifications recommended by the government during user negotiations based on user evaluation testing of product sample hardware and/or LRIP Systems. The PBL shall support interchangeability and interoperability to the replaceable part level. All baselines (functional, allocated, product) shall be documented in the Contractor's configuration status accounting database. (CDRL A012 Configuration Status Accounting)

### **3.9.2 Engineering Change Proposal (ECP) Class I Changes**

The Contractor shall implement and control changes to the PBL via the Engineering Change Proposal (ECP) Process for Contractor and Government recommended and Government approved changes. The Contractor shall submit for approval by the Government, Class I ECPs, Request for Deviations, and Notice of Revisions (NOR) for those proposed changes affecting form, fit, function, reliability, cost and maintainability for both hardware and software. The Contractor shall notify the Government if the ECP is of a nature that without implementation, will adversely affect system performance, personnel safety, and/or impact delivery schedules as part of the submission. The Contractor shall provide ECP(s) via electronic mail for Government written approval. Class I ECPs shall require at a minimum a Revision or Part Number change to the M2WS. The Contractor shall assume disapproval of the engineering changes if response is not received from the Government within 60 calendar days. The Contractor shall incorporate all approved Class I changes to the PBL into the Technical Manual and all related documents. (CDRL A013, A014, A015, A024)

### **3.9.3 Non-Class I Changes**

For those changes not affecting form, fit, or function (i.e., parts substitution, changes not impacting contract/delivery schedule, or cost, etc.), the Contractor shall provide a Class II Engineering Change notification IAW ANSI/EIA-649-B. MIL-HDBK-61A may be used as guidance. The Government's review of Class II changes during production will consist of a concurrence with the classification category (I or II). The Contractor shall obtain Government written concurrence prior to or concurrent with the release of the Class II change. The contractor assumes total risk for implementation of changes prior to notification of Government written concurrence. (CDRL A015)

#### **3.9.4 Configuration Status Accounting (CSA)**

The Contractor shall maintain CSA information in a Configuration Management (CM) database using MIL-HDBK-61A as guidance. The CM database shall include the as-built-configuration, part number, description, serial number, revision levels, ATP Date, Software Revision, and all Class I Engineering Change Orders (ECO), Notice of Revision (NOR), and Deviations incorporated for each M2WS System as delivered and/or modified during service. The Government will utilize the Contractor's CSA database as the single tracking system for each configured hardware and software item. The Contractor shall provide a copy of their CM database. (CDRL A012 Configuration Status Accounting)

#### **3.10 Integrated Logistics Support (ILS)**

This Section outlines the Government's ILS requirements for the M2WS. These requirements include, but are not limited to, Maintenance Planning and execution, Technical Manuals, Training, Non-Warranty Repair, Spare Parts and Contractor Logistics Support (CLS). The Contractor shall provide Life Cycle Support for the M2WS for the life of the contract.

##### **3.10.1 Non-Warranty Failure Analysis and Repair**

The Contractor shall receive, inspect, test, and perform failure analysis and/or isolate each M2WS to determine the specific work required to restore it to a serviceable condition. The Contractor shall repair the M2WS that does not exceed 65 percent of the replacement cost to the latest production or approved configuration. The Contractor shall perform failure analysis and submit a detailed cost proposal with direct and indirect cost, rates, and labor categories and hours to the Contracting Officer within ten (10) calendar days after receipt of a funded delivery order and the failed unit prior to commencement of work for any non-warranty repairs. Cost proposals submitted for work to be performed shall include all cost associated for evaluation and repair, itemized listing of parts required for those repairs, and timeframe required for the repair. The Contractor shall not perform any non-warranty repair on the failed unit until receipt of the delivery order. Disassembly of the M2WS shall be limited to the minimum extent possible. Repair turnaround time shall not exceed fourteen (14) calendar days after receipt of delivery order. If a unit has failed beyond economical repair, the Government may choose to replace the unit at its discretion. All failures returned to the Contractor for repair will have a Return Material Authorization (RMA) number assigned by the Contractor. The Contractor shall ship all repaired M2WS to NSWCC Crane for inspection. The Contractor shall be responsible for all shipping costs of the units to NSWCC Crane. All non-warranty repairs performed on the M2WS by the

Contractor shall be warranted for a minimum of 120 calendar days. This does not exclude any existing warranty remaining.

#### **3.10.1.1 Types of Non-Warranty Repair**

Examples of repairs consist of recalibration and testing, electronic repairs/replacement and optical element replacement, key core technology replacement, objective lens replacement and housing replacement. NSWCrane will perform failure analysis screening on all failed Systems prior to forwarding to the Contractor for analysis and repair.

#### **3.10.1.2 Finishes, Markings and Decals**

The Contractor shall be required to restore the repaired units to a serviceable condition. Any damage to protective finishes shall be repaired to the extent necessary to provide adequate protection during field usage, corrosion prevention and structural integrity. The Contractor shall be required to replace all damaged markings, identifications, and decals when the markings, identifications, or decals become unreadable.

#### **3.10.1.3 Repair to Specification Standards**

The Contractor shall ensure all repaired, upgraded, and/or modified M2WS meet or exceed the Performance Specification. Scratches, delaminating or other optical flaws on the optics will be replaced only if it degrades system's performance or may deteriorate to degrade system's performance.

#### **3.10.1.4 Shipping**

After the repaired M2WS passes acceptance testing at the Contractor's facility, the Contractor shall ship the repaired System to NSWCrane.

### **3.10.2 Maintenance Planning**

The M2WS shall be maintained under a two level concept, organizational (O) and Contractor Logistics Support (CLS) for above O-level repair. O-level will operate and repair the system by using a "remove and replace" concept for repair of minor items such as replacing knobs, examining the unit for any physical damage, replacing the batteries, and cleaning the unit as needed. A designated Government facility will perform failure analysis screening of failed Systems prior to returning to the Contractor for repair. CLS will consist of any tasks required to repair any failure of the System beyond the O-level. The Contractor shall provide CLS level of support while the Government will provide O-level support. The Government performing O-level support does not nullify existing warranty.

### **3.10.3 Technical Data**

#### **3.10.3.1 Operators/Maintenance Technical Manual**

The Contractor shall provide an Operator's and Maintenance Manual using MIL-PRF-32216A as guidance as well as a Quick Reference Guide for the M2WS. The Operators

Manual at a minimum shall include Introduction, Preparation for use and installation, Principles of Operation, Maintenance and Servicing Instructions (preventive and corrective), Preparation for Shipment, Parts List, Operational and Maintenance Illustrations, Safety Precautions (Warnings, Cautions, and Notes) and information on the functionality of the M2WS, its components/accessories, system operation from turn-on to system shut down including adjustments, and operator checks and services. The Technical Manual shall be no larger than 4 1/2 X 6 inches. The Quick Reference Guide at a minimum shall include information to help the Operator quickly operate the system. The Contractor shall provide one Operator and Maintenance manual and one Quick Reference Guide with each delivered M2WS. The Operator and Maintenance Manual shall be provided in hard copy format as well as CD-ROM (CDRL A024).

#### 3.10.3.2 Technical Manual Data Validation

The Contractor shall validate the completeness and technical accuracy of the technical manual. The Government will verify and approve the accuracy and completeness of the Technical Manual provided by the Contractor. Discrepancies shall be corrected by the Contractor at no additional expense to the Government.

#### 3.10.3.3 Drawings and Associated Lists

For all applicable engineering documents, dimensioning and tolerances shall be IAW ASME Y14.5M-1994 or equivalent. Electrical characteristics and performance parameters of parts, modules, assemblies, and units shall be expressed as numerical values with tolerances specifying upper and lower (or maximum and minimum) limits. Drawings and all drawing associated files shall not contain any copyright or proprietary markings and shall be in CAD format.

The Contractor shall prepare and submit product drawings and associated lists as Interface Control Drawings (ICDs) at the spare part/assembly-level of those parts requiring an NSN that assure 100% form, fit, and function interchangeability. These drawings shall be resubmitted whenever a configuration change causes a change or revision requiring Government written approval. The latest revision of drawings shall be submitted to the Government throughout the life of the contract. The M2WS and all spare parts shall have unique NATO Stock Numbers (NSN). (CDRL A001 Product Drawings/Models and Associated Lists)

The ICDs shall contain sufficient information to permit successful completion of the PCA/FCA. The ICDs shall include:

- a) Configuration and interface dimensional data applicable to the envelope, mounting and interconnection of the related items.
- b) Complete interface engineering requirements (mechanical, electrical, electronic, optical, human, etc.) which affect the physical or functional characteristics of the cofunctioning items.
- c) Any other characteristics, including material and finishes, which cannot be changed without affecting system interfaces or interfering down to the spareable level.



#### **3.10.3.4 Documentation Updates**

The Contractor shall ensure all documentation is kept current for the life of the contract through updates provided through the ECO process.

#### **3.10.3.5 Data Accession List (DAL)**

Additional data (not covered by other CDRLs) prepared by the Contractor under this contract, may be required by the Government via DAL, CDRL A025. The customer may order DAL documentation from the Contractor during the performance or in accordance with the clause 252.227-7027, Deferred Ordering of Technical Data or Computer Software. All DAL items shall be in electronic format when practical. Government rights in data shall be as prescribed in FAR, DFARS, contract, and DO. (CDRL A025, Data Accession List).

### **3.10.4 Supply Support**

#### **3.10.4.1 Provisioning Parts List (PPL) for Spares Acquisition Integrated with Production (SAIP)**

The Contractor shall employ the concept of concurrent release of spare orders with identical parts as installed on the production units. The Contractor shall provide a PPL of all the parts that identifies the M2WS which can be removed and replaced at the O-Level (User) such as knobs, batteries, etc. The PPL shall be delivered in a top-down breakdown format and shall include replacement parts (consumables) and long lead time items required to support repairs. Each item on the PPL that is repairable at the O-level shall be priced and available for ordering. The PPL shall contain the part number, nomenclature, CAGE, Quantity and unit price. The PPL shall include the recommended spares based upon failure analysis to support a 12-month sparing philosophy. (CDRL A016 – Proposed Spare Parts List)

#### **3.10.4.2 Provisioning (Spare Parts)**

The contractor shall furnish for delivery to NSWC Crane, Spare and Repair Parts as set forth in the Provisioning Parts List (PPL). Failure by the contractor to specify spare part determinations on the PPL for individual items does not preclude the Government from requiring the contractor to furnish and deliver the item and quantity of each item of spare and repair parts selected and approved by the Government to make up the provisioning parts. Notwithstanding the procedures for establishing a supplemental agreement in paragraph (b) of the provision, the Government may issue delivery orders for spare and replacement parts throughout the life of the contract. (CDRL A016 – Proposed Spare Parts List)

#### **3.10.4.3 Packaging, Handling, Storage, and Transportation**

The Contractor shall establish/maintain procedures for handling, storage, preservation, packaging, and shipping to protect the quality of products and prevent damage, loss, deterioration, degradation or substitution of products. The Contractor shall ensure that when the M2WS is packaged in its soft carrying case, it is capable of being transported on

standard transportation system, commercial or military. The Contractor shall also ensure when the M2WS is in its shipping carton, it shall withstand, without physical damage or degradation of performance, transportation modes of commercial air, truck, and all types of Army/Navy cargo or combat vehicles.

### **3.11 Labeling and Marking**

Labeling and marking requirements shall be IAW MIL-STD-130M and UID Construct #2. Each delivered M2WS shall have an IUID label that contains both the 2D barcode and human readable text. As a minimum, the readable text shall consist of Military Type Designation, Part Number, Serial Number, Contract Number, NSN and Warranty Expiration Date. The Contractor shall register and maintain all IUID information in the IUID registry. Markings shall be designed to be legible and permanent for the entire life of the system.

### **3.12 Safety**

#### **3.12.1 Safety Assessment Report**

The Contractor shall have an established Environmental and HAZMAT program to ensure the system design, development, testing, evaluation, operations, and maintenance comply with federal, state, and local environmental laws, regulations, shipping regulations, policies, treaties, and agreements. The Contractor shall prepare and submit a Safety Assessment Report (SAR) that documents the safety risks being assumed and provide specific controls or precautions to be followed. The SAR shall identify all safety features of the system, specific controls or precautions to be followed during use, and shall provide verification of compliance to safety requirements identified in this specification. The Contractor shall provide updates to the SAR for all configuration changes that occur during initial testing. If toxic/hazardous materials are utilized, the Contractor shall provide the technical information required to complete Part II of the DRMS Form 1930, Hazardous Waste Profile Sheet.

The SAR shall identify toxic and environmentally unacceptable materials used in the design and production of the systems and components, such as Germanium, any possible alternative materials, and recommended actions to eliminate or reduce the use of hazardous materials. The SAR shall address any exposure concerns to personnel during operational or maintenance procedures to include fabrication, transportation, setup and tear down, or resulting from damage to the equipment. The Contractor shall identify any material used in the system design that requires disposal as a hazardous waste. Radioactive material shall NOT be utilized in the system design and production without prior approval by the Government. The SAR shall specifically describe control measures taken to ensure that the hardware is free of any radioactive materials, including optical glass and lens coatings. (CDRL A017 Safety Assessment Report)

### **3.13 International Trafficking in Arms Regulations (ITAR)**

The Contractor shall provide proof of an ITAR compliance program prior to contract award which defines the handling, storage and transmission of ITAR data.

### 3.14 CDRL Matrix

CDRL	DESCRIPTION
A001	Engineering Drawings, Developmental Design Drawings/Models and Associated Lists – Phase I & II
A002	Contractor's Progress Status and Management Report – Phase I & II
A003	EMD Test Plan – Phase I
A004	EMD Test Procedures – Phase I
A005	EMD Test/Inspection Report – Phase I
A006	LRIP Test Plan – Phase II
A007	LRIP Test Procedures – Phase II
A008	LRIP Test/Inspection Report – Phase II
A009	PAT Test Plan – Phase II
A010	PAT Test Procedures – Phase II
A011	PAT Test/Inspection Report – Phase II
A012	Configuration Status Accounting Information – Phase I & II
A013	Notice of Revision (NOR) – Phase II
A014	Request for Variance(RFV) – Phase II
A015	Engineering Change Proposal (ECP) – Phase II
A016	Proposed Spare Parts List – Phase II
A017	Safety Assessment Report (SAR) – Phase I & II
A018	Report, Record of Meetings/Minutes – Phase I & II
A019	Systems Engineering Management Plan (SEMP) – Phase I & II
A020	Risk Management-Mitigation Plan – Phase I & II
A021	Reliability Program Plan – Phase I & II
A022	Integrated Master Schedule – Phase I & II
A023	Failure Summary and Analysis Report – Phase II
A024	Commercial Off-The-Shelf (COTS) Manual and Assoc Supp Data – Phase II
A025	Data Accession List

**DOCUMENT (3)**

**Source Selection Decision Document (SSDD)**

**For Electro-Optic Technology Division**

**Under Solicitation N00164-16-R-JQ16**

**19 May 2016**

Memorandum

Date: 19 May 2016

Source Selection Decision on Solicitation N00164-16-R-JQ16

1. As Source Selection Authority (SSA) for this acquisition, I have reviewed the Source Selection Evaluation Board (SSEB) Report Addendum 01 and Price Analysis Report Addendum 01, resulting from evaluation of the final proposal revisions submitted by all offerors, and determined that the best overall value to satisfy the needs of the solicitation is to award to one vendor; N2 Imaging Systems, LLC (N2). The selection was made based upon the factors and subfactors established in the solicitation and my integrated assessment and comparison of the strengths, weaknesses, and risks of the proposals submitted in response to the solicitation. The memorandum documents the basis for my decision.

2. Solicitation N00164-16-R-JQ16 is a five year Indefinite-Delivery, Indefinite-Quantity (IDIQ) contract. The Government requirement for this acquisition is to procure Crew Served Weapon Sight (M2WS) that integrates a high resolution thermal imaging nighttime sensor, a color daytime camera sensor, an eye-safe laser range finder and a ballistics processor into a system that will provide enhanced target identification and improved probability of hit capabilities out to the maximum range of crew-served M2HB/M2A1 machine guns in day, night, and reduced visibility conditions.

The solicitation identified the following ranking in order of importance of objectives identified in the performance specification:

- 3.1.1 Target Acquisition
- 3.1.2 Target Acquisition Through Obscurants
- 3.3.4.2 Alternate Weapons
- 3.2.1 Display
- 3.4.3 Run-Time
- 3.1.9 Environmental Condition Measurement
- 3.1.11 Field of View
- 3.2.2 Head/Helmet Mounted Display (HMD)
- 3.2.6 Recording
- 3.1.4 Laser Energy Acquisition
- 3.1.3 Target Acquisition Through Glass
- 3.1.9.1 Wind Measurement

3. The solicitation allowed for award of contracts for up to two (2) separate systems as a result of the solicitation for Phase I to the responsible Offeror's whose proposals represented the best value to the Government after evaluation in accordance with the factors in the solicitation. A down select to a single vendor was to be performed for the award of a single Indefinite-Delivery, Indefinite-Quantity contract after completing delivery of line item 0001 Engineering and Manufacturing Development (EMD) systems if more than one vendor received award in Phase I. This SSDD determines to award to only one vendor, therefore Phase II evaluation will not be applicable and all Phase II down select language will be removed from the contract award document.

This report addresses the best value evaluation of proposals for Phase I of the acquisition. Phase I evaluation considered the technical capability, management approach, past performance, and price for both Phase I and II line items.

4. All proposals received in response to the solicitation were considered in the competitive range. The following offerors submitted a timely Final Proposal Revision (FPR) by the required time and date of 02:00 PM Eastern Daylight Time on 29 March 2016:

- [REDACTED]
- [REDACTED] (b)(4)
- [REDACTED]
- N2 Imaging Systems, LLC (N2)

5. The following is rationale to support the selection decision.

a. Comparison of Proposals

The following table is a consensus assessment and rating summary of the SSA/Contracting Officer, SSEB, and Contract Specialist.

<b>FACTOR I - Technical/Risk Capability</b>	
Subfactor A - Written Performance Specification Compliance	
Subfactor B - Statement of Work Compliance	
Subfactor C - Small Business Participation	
<b>FACTOR II - Management Approach</b>	(b)(4)
Subfactor A - Prototype Delivery Schedule	
Subfactor B - Production Delivery Schedule	
<b>FACTOR III - Past Performance Overall</b>	
<b>FACTOR IV - Price (TEP)</b>	

Note: (S) Strength; (W) Weakness; (SW) Significant Weakness; (D) Deficiency

Note: The adjectival ratings and definitions were provided in section M of the solicitation.

I have reviewed the proposals submitted by (b)(4) and N2 and have reviewed the SSER. I concur with the SSEB report findings that the (b)(4) and N2 technical proposals satisfy all of the solicitation requirements.

(b)(4)



(b)(4)

(b)(4)

PS Objective	Requirement	
3.1.1	Target Acquisition	
3.1.2	Target Acquisition Through Obscurants	
3.3.4.2	Alternate Weapons	
3.2.1	Display	
3.4.3	Run-Time	
3.1.9	Environmental Condition Measurement	(b)(4)
3.1.11	Field of View	
3.2.2	Head/Helmet Mounted Display (HMD)	
3.2.6	Recording	
3.1.4	Laser Energy Acquisition	
3.1.3	Target Acquisition Through Glass	
3.1.9.1	Wind Measurement	

Table above is a summary of the offers' abilities to meet the important Objectives identified in the performance specification as indicated in Section M of the solicitation. Note: The performance specification included Objectives without Thresholds. A blank was provided in the table above if the offer did not propose to meet the objective and no threshold existed for the Offeror to meet. Strengths were identified if the Offeror met the Objective or exceeded the Threshold requirement. Meets requirement were identified if the Offeror met the Threshold requirement.

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(4)

(b)(6)

Source Selection Authority

**Attachments**

**Source Selection Evaluation Board (SSEB) Report Addendum 01**

**Price Analysis Report Addendum 01**